

AMENDED AND RESTATED LEASE AND AGREEMENT

BY AND BETWEEN

LOS ANGELES MEMORIAL COLISEUM COMMISSION

AND

UNIVERSITY OF SOUTHERN CALIFORNIA

_____, 2012

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Glossary

Exhibit A	Coliseum Property
Exhibit B	Sports Arena Property
Exhibit C	Parking Lot Property
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Schedule 2.2-1	Other Property
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AMENDED AND RESTATED LEASE AND AGREEMENT

This AMENDED AND RESTATED LEASE AND AGREEMENT (this "*Agreement*") is made and entered into as of _____, 2012 (the "*Effective Date*"), by and between the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a joint powers agency created by agreement among public agencies pursuant to Title 1, Division 7, Chapter 5 (Section 6500 et seq.) of the California Government Code ("*Landlord*"), and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("*Tenant*").

RECITALS

A. Landlord is empowered and authorized to manage, operate and maintain the Los Angeles Memorial Coliseum and its surrounding grounds, as more particularly described on the attached Exhibit A (the "*Coliseum Property*") and the Los Angeles Memorial Sports Arena ("*Sports Arena*") and its surrounding grounds, as more particularly described on the attached Exhibit B (the "*Sports Arena Property*") pursuant to the Amended and Restated Los Angeles Memorial Coliseum Management Agreement dated November 9, 1976 and amendments thereto (collectively, the "*Joint Powers Agreement*"), by and among the City of Los Angeles, County of Los Angeles and State of California Sixth District Agricultural Association (also known as the California Science Center, hereinafter "*District*").

B. Pursuant to its authority, Landlord leases the Coliseum Property from the District pursuant to a lease originally dated January 3, 1956, and most recently amended as of February 13, 2008 (the "*Coliseum Lease*"), for a term that expires on December 31, 2054. Landlord also leases the Sports Arena Property from the District pursuant to a lease originally dated January 3, 1956 and most recently amended as of February 13, 2008 (the "*Sports Arena Lease*") for a term that expires on December 31, 2054. Together, the Coliseum Property and the Sports Arena Property are referred to as the "*Leased Property*", and the Coliseum Lease and the Sports Arena Lease are referred to as the "*District Leases*".

C. Pursuant to the Joint Powers Agreement, Landlord is empowered to manage, operate and maintain additional property located in the vicinity of the Leased Property, including, three parcels in "Parking Lot 1" in Exposition Park, and one parcel in "Parking Lot 3," a portion of which is located in Jesse Brewer Park, as more particularly described on the attached Exhibit C (collectively, the "*Parking Lot Property*"). Landlord is also the owner of additional property consisting of a freeway sign and associated property located along the 110 Freeway located at 3843 Grand Avenue, Los Angeles, as more particularly described on the attached Exhibit D (the "*Owned Property*"). Together, the Leased Property, the Parking Lot Property and the Owned Property are referred to in this Agreement as the "*Premises*".

D. Landlord and Tenant entered into that certain Lease and Agreement dated May 14, 2008 concerning the lease by Landlord to Tenant of the Coliseum Property for

the use of the Coliseum Property as the home stadium for the University of Southern California football team (the "*Prior Agreement*").

E. Landlord desires to provide for the on-going use of the Coliseum Property as the home stadium for the University of Southern California football team to further the purpose of the continuing operation of the Coliseum Property as a world renowned public event venue.

F. Landlord also desires to provide for the on-going use of the Leased Property in compliance with the public benefit requirements set forth in the District Leases.

G. Subject to the provisions of Section 17.12, Landlord and Tenant desire to amend and restate the Prior Agreement effective as of the Commencement Date to modify the terms on which the Coliseum Property is thereafter leased to Tenant and to expand the leased premises to include the Sports Arena Property, all in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree that effective as of the Commencement Date (but subject to Section 17.12) the Prior Agreement is amended and restated in its entirety as set forth in this Agreement.

1. Definitions.

As used herein, capitalized words and expressions used in this Agreement, and other terms and expressions defined in the Glossary attached to this Agreement, shall have the meanings given to them in the Glossary.

2. Premises.

2.1 Lease of Premises. Subject to all of the terms and conditions of this Agreement, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord for the Term set forth in Article 3.

2.2 Other Property. In connection with the lease of the Premises, Landlord hereby transfers to Tenant for the Term a leasehold interest in the property described on Schedule 2.2-1, to the extent such property is owned by Landlord or leased by Landlord from a third party (collectively, the "*Other Property*"). The Other Property is leased to Tenant with absolutely no representations or warranties of any kind or character, express or implied, including but not limited to any warranty as to fitness for any particular purpose; provided, however that Landlord hereby represents and warrants that none of the Other Property is leased by Landlord from a third party other than the west end video board and associated equipment leased from Kinetic Leasing, Inc., ~~as more particularly~~

described pursuant to the Kinetic Leasing Lease (as defined in Section 4.2(c)). Prior to the Commencement Date, Landlord shall provide to Tenant a materially complete inventory (including, as applicable, tag numbers, serial numbers, etc.) and location of all tangible assets being leased pursuant to this Section 2.2. As of the Commencement Date, Landlord shall assign Landlord's rights under the ~~video board lease~~ Kinetic Leasing Lease to Tenant, and Tenant shall assume Landlord's obligations under the ~~video board lease~~ Kinetic Leasing Lease for the duration of the Term pursuant to an assignment of lease in the form of Schedule 2.2-2, and Landlord shall use its commercially reasonable efforts to obtain an estoppel certificate from Kinetic Leasing, Inc. with respect to the Kinetic Leasing Lease in the form of Schedule 2.2-3. With respect to any licenses, contracts, leases and other agreements included on Schedule 2.2-1, as of the Commencement Date Landlord shall be deemed to have assigned to Tenant Landlord's rights, title and interest in and to such licenses, contracts, leases and other agreements arising or accruing during the Term of this Agreement, and Tenant shall be deemed to have assumed the performance of all of Landlord's obligations and liabilities under such licenses, contracts, leases and agreements arising or accruing during the Term of this Agreement.

2.3 District Leases. ~~This Agreement shall not amend, modify or supplement the terms and provisions of the District Leases, which shall remain in full force and effect. Landlord hereby agrees that it will not amend or modify the District Leases in any manner that increases the obligations of Tenant under this Agreement or decreases Tenant's rights under this Agreement, without the prior written consent of Tenant, which Tenant may withhold in its sole discretion.~~ Landlord hereby agrees that it will not amend or modify the District Leases in any manner that increases the obligations of Tenant under this Agreement or decreases Tenant's rights under this Agreement, without the prior written consent of Tenant, which Tenant may withhold in its sole discretion.

2.4 Prior Agreement. Subject to Section 17.12, this Agreement will amend, restate and supersede in its entirety the Prior Agreement effective as of the Commencement Date. The terms and provisions of the Prior Agreement shall remain in full force and effect during the period between the Effective Date and the Commencement Date (the "*Contingency Period*"), except as modified by this Section. Notwithstanding the foregoing or any other contrary provision of the Prior Agreement or this Agreement, Landlord and Tenant hereby agree that during the Contingency Period (which, for purposes of subsections (a) and (b) below shall mean the period between the Effective Date and the Outside Date if the Commencement Date never occurs), the following terms and conditions set forth in subsections (a) and (b) shall apply:

(a) The obligations of Landlord and Tenant pursuant to Article 13 of the Prior Agreement, including those regarding the SCIA, the Capital Plan and the

Additional Improvements (as such terms are defined in the Prior Agreement) shall be suspended during the Contingency Period, and Tenant shall not exercise any of the remedies set forth in Section 13.5(c) during the Contingency Period.

(b) Notwithstanding any contrary provision of the Prior Agreement (including, without limitation, Section 9.1), during the Contingency Period Landlord's sole obligation with respect to the maintenance and repair of the Premises shall be to maintain and repair the Premises in substantially the same manner and standard as Landlord maintained and repaired the Premises immediately prior to the Effective Date; provided, however, that notwithstanding any contrary provision of the Prior Agreement, Landlord shall have no obligation to make any capital improvement, repair, alteration, replacement or other expenditure with respect to the Premises during the Contingency Period. Landlord and Tenant shall cooperate in the transition of the maintenance, repair and operation of the Premises from Landlord to Tenant as of the Commencement Date.

(c) In the event that this Agreement is terminated pursuant to Section 17.12, then the Prior Agreement shall remain in full force and effect, and Tenant shall retain all rights and remedies against Landlord available under the Prior Agreement with respect to any default of Landlord under the Prior Agreement existing as of the Effective Date, except that (i) Landlord's obligations under Article 13 of the Prior Agreement, (ii) any obligations of Landlord under the Prior Agreement that are inconsistent with the terms and provisions of subparagraph (b) above, and (iii) Tenant's right to pursue any claims regarding existing Landlord defaults under the Prior Agreement, each shall be tolled between the Effective Date and the date that is sixty (60) days after the termination of this Agreement pursuant to Section 17.12.

(d) If the Transaction Contingency set forth in Section 17.12 of this Agreement is satisfied, waived or deemed waived, then effective as of the date of the satisfaction, waiver or deemed waiver of the Transaction Contingency, each of Landlord and Tenant waives, withdraws, releases and relinquishes any and all past, current and future rights, claims, suits, causes of action, remedies, liabilities and damages against the other party (and, in the case of Landlord as the other party, against Landlord's constituent entities), and its and their trustees, officers, directors, commissioners, officials, agents or employees, which are based upon or relate or pertain to (A) the terms or provisions of Article 13 of the Prior Agreement, or any other terms or provisions of the Prior Agreement pertaining or relating to the SCIA, the Capital Plan or the Additional Improvements under the Prior Agreement (as such terms are defined in the Prior Agreement); or (B) any breach or default of the other party under the Prior Agreement prior to the Effective Date of this Agreement with respect to which the releasing party has knowledge as of the Effective Date; provided that the foregoing waiver and release shall not be deemed to modify or supersede the provisions of Section 16.4(a) of this Agreement.

2.5 Acceptance. Prior to entering into this Agreement, Tenant has operated in and on the Coliseum Property pursuant to the Prior Agreement. In addition, Tenant has made an independent examination of the Coliseum Property and the remainder of the Premises and all matters related to Tenant's decision to enter into this Agreement.

~~commencement date of the Parking Lot 3 Municipal License Agreement (the "Past Use Payment"). Neither Landlord nor Tenant shall have the right to amend the Parking Lot 3 Municipal License Agreement without the prior written consent of the other party, which approval shall not be unreasonably withheld.~~

3. Term.

3.1 Initial Period. The term of the lease of the Premises to Tenant pursuant to this Agreement (the "**Term**") shall commence as of the date (the "**Commencement Date**") that is the later of (a) date that the contingency set forth in Section 17.12 has been satisfied, waived, or deemed waived, and (b) April 1, 2012. The Term shall continue until the last day of the month preceding the twentieth anniversary of the Commencement Date, unless the Term is sooner ended or extended pursuant to the provisions of this Agreement. For all purposes under this Agreement, the Term shall include any Extension Term for which an Extension Option is exercised under Section 3.2 below.

3.2 Extension Options. During the term of the District Leases, Landlord hereby grants Tenant five (5) successive options to extend the Term (the "**Extension Options**") for the periods set forth below (each, an "**Extension Term**" and collectively, the "**Extension Terms**"), unless the Term is sooner ended pursuant to the provisions of this Agreement:

(a) From the day after the twentieth anniversary of the Commencement Date to and including the twenty-fifth anniversary of the Commencement Date;

(b) From the day after the twenty-fifth anniversary of the Commencement Date to and including the thirtieth anniversary of the Commencement Date;

(c) From the day after the thirtieth anniversary of the Commencement Date to and including the thirty-fifth anniversary of the Commencement Date;

(d) From the day after the thirty-fifth anniversary of the Commencement Date to and including the fortieth anniversary of the Commencement Date; and

(e) From the day after the fortieth anniversary of the Commencement Date to and including December 31, 2054.

3.3 Manner and Time of Exercise of Extension Options. Subject to Section 3.4 below, each Extension Option shall be considered automatically exercised, and each Extension Term shall commence on the date after the expiration of the prior Term, unless Tenant notifies Landlord in writing not less than one (1) year prior to the then-scheduled expiration of the Term of its affirmative election not to exercise such Extension Option.

3.4 No Existing Defaults. Tenant shall have the right in its sole and absolute discretion to elect not to exercise an Extension Option. Notwithstanding any contrary provision of this Section 3.4 or Section 3.3 above, if as of the commencement date of any Extension Term, Tenant is in Default of this Agreement (i.e., after any written notice and cure period applicable under Section 16.1 of this Agreement), then, at Landlord's election by written notice to Tenant at any time not later than thirty (30) days after the date that such Extension Term would have commenced, the Term shall not be extended for such Extension Term, and this Agreement shall terminate as of the later of (a) the expiration date of the prior Term, or (b) thirty (30) days after such written notice from Landlord.

3.5 Additional Extension Options.

(a) In the event Tenant negotiates with the District (during the Term or thereafter) for a direct lease of the Leased Property (a "**Direct Lease**") for a term commencing either (i) upon the expiration of the District Leases, (ii) upon the expiration of any then-existing direct lease of the Leased Property between Tenant and the District, or (iii) upon the early termination of the District Leases (in which case Tenant becomes a direct tenant of the District with respect to the Leased Property), Landlord agrees to lease all, but not less than all, of the Parking Lot Property and the Owned Property to Tenant on commercially reasonable terms and conditions and for a term to end concurrently with the end of the Direct Lease, as the same may be extended from time to time; provided that the additional lease term with respect to the Parking Lot Property and the Owned Property shall not be longer than the date the Joint Powers Agreement expires. Landlord's obligations with respect to the lease of the Parking Lot Property and the Owned Property pursuant to this subsection shall survive the expiration or earlier termination of this Agreement, and shall not be subject to any otherwise applicable statute(s) of limitation. Notwithstanding the foregoing, if prior to the expiration of this Agreement (or within thirty (30) days after any early termination of this Agreement) Tenant has not committed to lease the Parking Lot Property and Owned Property from Landlord pursuant to this Section 3.5(a), then Landlord shall have the right to proceed to lease the Parking Lot Property and/or lease or transfer ownership of the Owned Property (or any portion of the Parking Lot Property or Owned Property) to any other Person, in which case (x) during the term of such third party lease Tenant's rights under this Section 3.5(a) shall not be applicable to any such portion of the Parking Lot Property or Owned Property that Landlord has leased to a third party pursuant to this sentence, and (y) upon a transfer of ownership of the Owned Property pursuant to this sentence Tenant's rights under this Section 3.5(a) shall terminate with respect to the Owned Property.

(b) In the event Tenant owns or leases the Coliseum Property, and Tenant negotiates with the District (during the Term or thereafter) for a direct lease of the Parking Lot Property (a "**Parking Lot Lease**") for a term commencing either (i) upon the expiration of the Joint Powers Agreement, (ii) upon the expiration of any then-existing direct lease between Tenant and the District, or (iii) upon the early termination of the Joint Powers Agreement (in which case Tenant becomes a direct tenant of the District with respect to the Parking Lot Property), Landlord agrees to lease the Owned Property to Tenant on commercially reasonable terms and conditions and for a term to end concurrently with the end of the Parking Lot Lease, as the same may be extended from

Rent under the District Lease, and the amount of the credit or offset which is granted to Landlord by the District shall be paid by Tenant directly to Landlord.

4.2 Additional Rent to Landlord. Tenant shall also pay the following additional rent to Landlord set forth below in this Section 4.2.

(a) Tenant shall pay to Landlord an annual amount to fund ongoing Landlord operations, including without limitation costs for administration, performance and enforcement of this Agreement, ~~including, without limitation, and~~ any real property assessments payable by Landlord (other than fines or penalties resulting from late payment by Landlord) ("**Landlord Operating Costs**"), which amount shall be determined and paid as provided in Section 4.4 below.

(b) Tenant shall pay to Landlord amounts equal to the annual cost of retiree health insurance premiums due from Landlord for Landlord's employees who retired prior to the Commencement Date, and who are identified on the attached Schedule 4.2(b). Landlord has informed Tenant that from time to time Landlord has paid a varying percentage of the total health insurance premium for each retiree. For purposes of this Section 4.2(b), Tenant agrees to pay not less than the lesser of (i) seventy percent (70%) of the total health insurance premium for each retiree, and (ii) a percentage of the total health insurance premium for each retiree equal to the percentage then being paid by the University of California system for its retirees. Landlord agrees it shall not modify or amend its retiree health insurance coverage during the Term in a manner that would increase Tenant's obligations under this Section 4.2(b), without Tenant's prior written consent, to be granted or withheld in Tenant's sole discretion. The amounts required to be paid by Tenant pursuant to this Section 4.2(b) shall be included in the amount paid by Tenant to Landlord pursuant to Section 4.4 below.

(c) Tenant shall pay the monthly payments due under that certain Master Lease Agreement dated as of December 16, 2010 among Landlord, the Los Angeles Memorial Coliseum Association and Kinetic Leasing, Inc. related to the financing of the west end video board in the Coliseum, which payments shall be paid directly to Kinetic Leasing, Inc., as and when due under such Master Lease Agreement, for the remaining term of such Master Lease Agreement. Tenant shall provide written confirmation to Landlord of the timely payment by Tenant of the amounts payable under this Section 4.2(c). If Tenant fails to timely pay any amount payable under this Section 4.2(c), Tenant shall be responsible for the payment of any additional amounts (such as, but not limited to, late fees, penalties or interest) required to be paid by Landlord as a result of such failure by Tenant, and shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, damages, costs and expenses (including without limitation, reasonable attorneys' fees) incurred by or brought against Landlord by Kinetic Leasing, Inc. (or its successor or assign) in connection with such failure by Tenant.

(d) Tenant shall pay to Landlord the sum of Three Hundred Thousand Dollars (\$300,000) for costs incurred by Landlord prior to the Commencement Date for structural improvements for the sound system serving the Coliseum, which amount shall be paid in three (3) installments of One Hundred Thousand Dollars (\$100,000) each, the

first such installment due and payable on the Commencement Date, and the second and third installments due on the first and second anniversaries of the Commencement Date.

(e) Tenant shall pay to Landlord Landlord's share of the Cumulative Calculated Amount described in Section 4.3, as and when payable under Section 4.3.

4.3 Cumulative Calculated Amount.

(a) Within ninety (90) days after the last day of each Lease Year (each such last day, an "***Annual Determination Date***"), Tenant shall calculate and report to Landlord the Cumulative Calculated Amount as of the Annual Determination Date. Each such report by Tenant to Landlord shall be in reasonable detail, and Tenant shall supply Landlord with such additional information as Landlord may reasonably request with respect to any aspect of any calculation reported.

(b) In the event that the Cumulative Calculated Amount determined as of any Annual Determination Date shall exceed \$0, Tenant shall, concurrently with its report of that Cumulative Calculated Amount to Landlord under Section 4.3(a), pay to Landlord an amount that is equal to the excess (if any) of (x) Landlord's cumulative share of that Cumulative Calculated Amount determined in accordance with Section 4.3(c), over (y) the total of all payments previously made to Landlord by Tenant under this subsection (b).

(c) Landlord's cumulative share of the Cumulative Calculated Amount determined as of any Annual Determination Date is: (i) five percent (5%) of the first \$2.5 million thereof; plus (ii) ten percent (10%) of the next \$2.5 million thereof; plus (iii) fifteen percent (15%) of the next \$2.5 million thereof, plus (iv) twenty percent (20%) of all amounts thereof in excess of \$7.5 million; *provided*, each of the \$2.5 million (and \$7.5 million total) threshold amounts referenced in preceding clauses (i) through (iv) shall be adjusted at each Annual Determination Date to reflect the percentage change, if any, in the CPI most recently published prior to the Annual Determination Date as compared to the CPI most recently published prior to the Commencement Date.

(d) Examples of the application of Sections 4.3(b) and (c) are set forth in Schedule 4.3(d). These examples are hypothetical and for purposes of illustration only.

(e) Tenant shall maintain a separate account for the revenue and expenditures associated with the Coliseum Property in order to provide the reports and statements required under Sections 4.3(a) and 14.1 below.

(f) Landlord agrees and acknowledges that Tenant may impose a ticket surcharge for Tenant Events in order to fund capital improvements and operating expenses. The amount of such ticket surcharge shall be Excluded Receipts to the extent such funds are applied to capital improvements, but the cost of any capital improvements funded by the ticket surcharge shall be included as Capital Improvement Items for the purposes of determining the Cumulative Calculated Amount. Tenant shall have the sole right to determine and adjust the amount of the ticket surcharge imposed from time to

time; provided that (i) the average ticket price (excluding the ticket surcharge) for the applicable Event remains at a rate that is comparable to the rates then being charged by other venues and sponsors of similar athletic and other events; and (ii) without limitation of the amount then set forth in clause (i) above. Tenant agrees that the average ticket price for USC Home Football Games shall be no less than \$50 during the Term. Landlord acknowledges and agrees that as of the Commencement Date, (A) Tenant charges the same price per ticket for all tickets to each USC Home Football Game (other than Student/Staff Tickets), but the ticket prices vary from game to game during each season; and (B) Tenant calculates the average ticket price by dividing the total of the ticket prices (other than Student/Staff Tickets) for each USC Home Football Game by the number of USC Home Football Games (e.g. \$45, \$45, \$50, \$50, \$55, and \$55 divided by 6 games equals an average ticket price of \$50). In the future, Tenant may calculate its average ticket price by dividing the total amount of ticket revenues by the total amount of tickets sold in a season, or by any other commercially reasonable method of calculating the average ticket price.

(g) Landlord's share of the Cumulative Calculated Amount paid by Tenant for each Lease Year shall be used by Landlord for the following purposes: (i) the funding of any reasonable operating expenses of Landlord that are not paid by Tenant pursuant to Section 4.4; and (ii) the funding of facilities and programs benefiting or enhancing Exposition Park.

4.4 Landlord Operating Costs. The budgeted amount of Landlord Operating Costs for each Lease Year (the "**Operating Expense Budget**") shall be payable by Tenant to Landlord in advance on or before the first day of each calendar month during the Term. The Operating Expense Budget for the first partial Lease Year through June 30, 2012 and for the next full Lease Year shall be \$_____ per month.

(a) Permissible items included in Landlord Operating Costs are identified on the attached Schedule 4.4, and except as expressly set forth in this Agreement, Tenant shall have no obligation to pay or reimburse Landlord as a Landlord Operating Cost for any other costs, expenses or liabilities incurred by Landlord. If any new item or category of operational costs not set forth on Schedule 4.4 hereafter arises which Landlord proposes to include in Landlord Operating Costs, Tenant shall have the right to approve or disapprove the inclusion of such new item or category in Landlord Operating Costs, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord Operating Costs include any costs, expenses or liabilities accruing prior to the Commencement Date.

(b) No later than sixty (60) days prior to the last day of each Lease Year (commencing with the first full Lease Year ending June 30, 2013), Landlord shall deliver to Tenant a reasonably detailed and itemized Operating Expense Budget for the Landlord Operating Costs to be paid in the next Lease Year. Any increase in the cost of a particular item or category of Landlord Operating Costs shall be based upon Landlord's good faith reasonable estimate of the increased cost of such particular item or category, with any such increase to be consistent with the prevailing market costs for such

particular item or category of costs, and which shall be subject to Tenant's reasonable approval.

(c) Within sixty (60) days after the end of each Lease Year, Landlord shall provide to Tenant an accounting of the actual amount of Landlord Operating Costs for the immediately preceding Lease Year, and a reconciliation of such actual amount of Landlord Operating Costs against the Operating Expense Budget for such Lease Year. If the actual amount of Landlord Operating Costs for such Lease Year is less than the amount of estimated Landlord Operating Costs paid by Tenant for such Lease Year, then Tenant shall have the right to offset the overpayment against the next monthly estimated Landlord Operating Cost payment(s) required to be paid by Tenant under this Agreement.

(d) In the event that Landlord reasonably determines as of the end of any calendar month that one or more items comprising Landlord Operating Costs have exceeded or will exceed the amount provided in the then-current Operating Expense Budget due to causes beyond Landlord's reasonable control, Landlord shall deliver to Tenant a reasonably detailed and itemized explanation for the overage, and if Tenant reasonably agrees that the overage was beyond Landlord's reasonable control, Tenant shall reimburse Landlord for the additional cost of such item by an increase in the next monthly payment of Landlord Operating Costs.

(e) Any trademark royalties paid to Landlord pursuant to Section 8.7 shall result in an equivalent deduction in the payment of Landlord Operating Costs for the applicable Lease Year in which such royalties are paid.

4.5 Additional Consideration. As additional consideration for this Agreement, Tenant will provide Landlord with the following at no cost or charge to Landlord:

(a) Use of appropriate office space (which shall include a separate locked door secure from entry) and associated parking for one (1) Landlord employee during the Term, which office space shall be located on the Premises or on other property owned by Tenant within a reasonable walking distance from the Leased Property, as Tenant from time-to-time reasonably determines;

(b) Use of meeting space and associated parking for Landlord's public meetings adequate to comply with applicable Laws pertaining to Landlord's public meetings; provided that Landlord requests the use of such space in writing no later than thirty (30) days prior to the proposed date of any regular meeting (or such shorter period as is reasonable with respect to special meetings), which notice shall specify the expected duration of such meeting and the estimated number of attendees to be accommodated; and

(c) Ninety (90) complimentary tickets and associated parking to each USC Home Football Game during the Term in seating locations substantially similar to the seating and parking locations for the Complimentary Tickets provided to Landlord under the Prior Agreement for the 2010 football season, along with access for USC

games to a hospitality area at the Coliseum to be designated by Tenant for use by Landlord and its invitees, but not for sale by Landlord to any Person. Tenant also agrees to use good faith efforts to negotiate a reasonable allocation of complimentary tickets and associated parking for Landlord's use to any NFL football games held in the Coliseum in the event Tenant negotiates a sublease or occupancy agreement with an NFL team.

4.6 Net Lease. The parties acknowledge that the rent payable by Tenant under this Agreement is intended to be absolutely net to Landlord. Tenant shall be responsible for the entire cost of all utilities, taxes and other costs and expenses attributable to the operation, maintenance, repair and replacement of the Premises, including all improvements located thereon. Except as otherwise expressly provided to the contrary in this Agreement, all rent and other amounts required to be paid by Tenant to Landlord shall not be subject to abatement, credit, offset or reduction for any reason.

4.7 No Other Rent. Landlord agrees that it shall not impose any facility fee or tax on tickets issued for any event held, presented or exhibited on the Premises during the Term, or any other charges or rent other than as expressly set forth in this Agreement.

5. Permitted Use.

5.1 Permitted Use. Tenant acknowledges the public benefit requirements under the District Leases and the Joint Powers Agreement for the use of the Leased Property. During the Term, Tenant may use the Premises only for uses permitted under the District Leases and shall comply with the public benefit requirements of the District Leases and the Joint Powers Agreement (including educational uses). Subject to the foregoing and to the other terms and provisions of this Agreement, Tenant shall have the exclusive right during the Term to possess, manage and operate the Premises for all purposes and events (collectively, "*Events*"). Subject to Section 6.2(b) below, Tenant shall be responsible for the operation and management of the Premises, including providing or engaging reasonable security.

5.2 Cooperation. Tenant shall collaborate and cooperate with all other entities operating facilities in Exposition Park regarding the scheduling of Events that require use of the parking facilities in Exposition Park. In addition, Tenant shall create (or authorize an existing Tenant board, committee or other liaison to serve as) an advisory board, committee or other liaison to interface and consult with the community regarding Tenant's use and operation of the Premises, including matters relating to Events, and associated effects upon Exposition Park and the surrounding community.

5.3 Compliance with Laws. Tenant shall comply with applicable Laws in connection with its use and operation of the Premises, including compliance with all Laws pertaining to curfews or noise levels applicable to the holding of Events.

5.4 Impermissible Activities. Tenant shall not, without the prior written consent of Landlord, which prior written consent may be withheld or denied in the sole and absolute discretion of Landlord, cause, allow, consent to, or promote any act or omission which (a) is of a hazardous nature or injurious to public safety or welfare, (b)

would violate any Law, or (c) would invalidate, impair or jeopardize Tenant's or Landlord's policy or policies of insurance protecting against liability for injuries, death or property damage.

5.5 Quiet Enjoyment. Landlord covenants that Tenant (subject to its performance of the terms, covenants and conditions of this Agreement) shall peacefully and quietly have, hold and enjoy the Premises during the Term.

6. Events.

6.1 Event Scheduling. During each period from the second Wednesday of December through July 5 during each Lease Year (the "**Commission Event Period**"), Landlord may designate not more than eight (8) Public Interest Events at the Coliseum Property, inclusive of an annual July 4th celebration (collectively, "**Commission Event(s)**"). Additionally, Tenant agrees to consider in its reasonable discretion requests for additional Commission Events during the remainder of the month of July; provided that the Commission Events do not conflict with the conduct of or preparation for Events previously scheduled by Tenant. Commission Events shall be subject to the following:

(a) Tenant shall have the right to deny a requested Commission Event if (i) in Tenant's commercially reasonable judgment the Commission Event itself (as opposed to any public or opposition to such Commission Event) creates unreasonable security or safety risks; provided that any denial complies with the District Lease of the Coliseum Property and applicable Laws; or (ii) the operator of the Commission Event lacks reasonable financial capacity, or fails to sign Tenant's commercially reasonable contracts for the conduct of Events, fails to post any reasonably required security deposit; or (iii) the operator has breached the requirements imposed on any previous Commission Event involving such operator, or (iv) if Tenant reasonably determines that the Event would bring disrepute to Tenant or the Premises. Commission Events shall also be subject to reasonable limitations and conditions that may be imposed by Tenant (either for all Commission Events or due to the specific nature of a proposed Commission Event), including without limitation the regulation of (A) the length of each Commission Event, including the opening and closing hours of such Commission Event, (B) security requirements, (C) maximum attendance capacity, and (D) other aspects of Commission Events that could reasonably be expected to create unreasonable security, health and safety, property damage or other liability risks.

(b) Tenant shall have the obligation to manage and supervise all Commission Events, except to the extent that Landlord is the direct operator of the Event. For avoidance of doubt, Tenant shall be responsible for the management and supervision of all Events (including, without limitation, Commission Events sponsored by third parties, but not Commission Events operated by Landlord), and the activities, acts or omissions of any operator, manager, sponsor, promoter, concessionaire, licensee, participant or other Person (other than Landlord or any Landlord Parties) engaging in any activities or use of the Premises during or in connection with an Event shall not be considered the activities, acts or omissions of Landlord or any Landlord Parties.

Landlord shall have the obligation to manage and supervise any Commission Events for which Landlord is the operator.

(c) Neither Landlord nor any third-party operator of a Commission Event shall be charged any event fee, rental or other charge for the Commission Event, except that Tenant shall be permitted to require a third-party operator of a Commission Event (including Landlord if Landlord directly operates a Commission Event) to reimburse Tenant for the actual out-of-pocket costs incurred by Tenant for management of the Commission Event, excluding costs for food, beverage or other concessions operated by Tenant in connection with the Commission Event. To the extent that Tenant elects not to operate concessions, or not operate them at a level requested by a Commission Event sponsor, then the sponsor shall have the right to operate or have its own concessionaires operate (and retain the revenues from) its own or its concessionaires' concessions, subject to Tenant's reasonable approval of the scope and location of such concessions. In no event shall Tenant's concession facilities be used by such sponsor, unless approved in writing by Tenant in its sole discretion.

(d) For purposes of this Agreement, each calendar day of a Commission Event (including days for set-up and tear-down activities for such Event) shall be deemed a separate Event counting towards the total of eight (8) permitted Commission Events, but subject to the following: (i) the annual July 4th celebration shall constitute one Commission Event even though set-up, tear-down and ancillary activities for such event occur on the day preceding and/or the day following the principal day of celebration; (ii) a Commission Event with a closing time that extends beyond 12:00 midnight on a particular day shall not constitute an additional calendar day for the period from 12:00 midnight to the closing time that evening/morning; (iii) set-up activities for an Event that commence after 4:00 p.m. on the day before the Event shall not constitute an additional calendar day of a Commission Event and tear-down activities that do not extend beyond 12:00 Noon on the day after the Event shall not constitute an additional calendar day of a Commission Event; (iv) the lining of a playing field or similar preparation activities shall not constitute activities that trigger treatment as an additional Commission Event; and (v) Landlord shall have the right to designate one Commission Event during each Lease Year in excess of the July 4th celebration that will continue for up to three consecutive calendar days (e.g., Friday, Saturday and Sunday), and which will be treated as one Commission Event.

6.2 NFL Team. Tenant shall cooperate with any request by the City of Los Angeles, County of Los Angeles and/or State of California for use of the Coliseum on a temporary basis (no more than four (4) years at any one time) by not more than one NFL football team at any one time. Tenant shall negotiate in good faith with the NFL to structure a sublease or occupancy agreement ("*NFL Agreement*") on fair market terms; provided that Tenant shall have the right to require that any NFL Agreement include a contribution by the NFL team to capital improvements at the Coliseum, provide that Tenant will not be obligated to incur any additional expense or liability, and include an indemnity in favor of Tenant by such NFL team against liabilities resulting from the NFL Agreement and the use of the Coliseum for NFL games, subject to commercially reasonable limitations for liabilities caused by Tenant. Additionally, Tenant shall have

the right to refuse to enter into an agreement for occupancy of the Coliseum if in Tenant's reasonable determination, the particular team being proposed poses security or safety concerns for persons or property on Tenant's adjacent campus.

(a) In the event an NFL Agreement is negotiated and signed, during the term of the NFL Agreement the Commission Event Period each year shall commence on the second Wednesday of February rather than the second Wednesday of December, except that Landlord shall be permitted to include CIF high school football championship games as one collective Commission Event (subject to the terms of Section 6.1(d)) during the month of December; provided they do not occur on the day of a USC Home Football Game or an NFL game scheduled at the Coliseum.

(b) Funds that may be contributed by an NFL team for capital improvements in the Coliseum shall be Excluded Receipts for the purpose of determining Landlord's Cumulative Calculated Amount pursuant to Section 4.3, so long as the net effective rent paid by the NFL team constitutes a "commercially reasonable rent", which the parties agree shall be rent equal to or exceeding 8% of the total revenue received by the NFL team from the sale of admission tickets to each game played at the Coliseum. If the net effective rent paid by the NFL team to Tenant is below the rate of commercially reasonable rent taking into consideration the economic effect of rental or other economic concessions negotiated with the NFL team in the NFL Agreement that are not consistent with the generally prevailing market terms for other stadium rental agreements, then rent in an amount consistent with prevailing market terms shall be imputed as revenue received by Tenant for the purpose of calculating Tenant's Operating Receipts during the term of the NFL Agreement. Notwithstanding the foregoing, in the event Tenant grants economic concessions without receiving any economic benefit (e.g. reducing rent merely for the purpose of attracting a team to Los Angeles), there shall be no such imputation of prevailing market terms.

(c) Tenant shall make the Coliseum available for Super Bowl L, subject to the successful negotiation of the terms and conditions of a mutually acceptable agreement on commercially reasonable terms between Tenant and the NFL.

6.3 Olympic Events. Tenant shall make the Coliseum available for Events related to any Olympics hosted in the County of Los Angeles, as well as the 2015 International Special Olympics that will take place in Los Angeles, subject to the negotiation of costs, required modifications to the Premises (including the temporary re-installation of track and field facilities), restoration of the Premises after the Olympic games by the relevant Organizing Committee, and other business issues to be negotiated with the organizers of such Events.

6.4 Film Shoots. Tenant shall have authority over all "film shoot" activities inside or on the Premises, and shall work with the Office of Exposition Park Management (or its successor entity) regarding the scheduling of such activities not only at the Coliseum but also throughout Exposition Park, including the fees to be charged for such activities. Among the fees to be charged for such activities shall be a "backdrop" fee payable by the applicant to Tenant if the proposed "film shoot" activity occurs on other

properties in Exposition Park that are not covered by this Agreement but depict the Coliseum in the background.

7. Landlord's Employees.

Commencing as of the Commencement Date, Tenant agrees to retain (at not less than existing salary levels identified on the attached Schedule 7) the salaried employees employed by Landlord immediately prior to the Commencement Date whose names are shown on Schedule 7. Tenant also agrees to retain, commencing as of the Commencement Date, the full-time hourly employees employed by Landlord immediately prior to the Commencement Date for custodial or other facility activities whose names are shown on Schedule 7. As a condition to employment, each retained employee shall be required to release Tenant from any and all claims that such employee may have against Landlord arising during or relating to such employee's prior employment by Landlord. Except to the extent any retained employee is terminated for cause, such employment shall continue for a period ending December 31, 2012. Tenant shall not be required to continue to fund pensions related to any benefit plans in which Landlord participated prior to the Commencement Date for any of the retained employees.

8. Advertising and Signage.

8.1 General Right. Subject to the terms and conditions of this Section 8, and subject to Section 11.5 (as applicable), Tenant shall have the right to install permanent and temporary advertising and signage within and on the exterior of the Coliseum, and elsewhere on and in the Premises without any obligation to seek the approval or consent of Landlord.

8.2 Permanent Signage. Subject to the terms and provisions of this Section 8 and subject to Section 11.5 (as applicable), Tenant shall have the sole and exclusive right to install, contract, sell, duplicate, exhibit, display, and otherwise control, and to receive and retain any and all revenues from, Permanent Signage, including the interior and exterior improvements and fixtures as well as the surrounding areas comprising the same, in whatever location or locations Tenant determines in its reasonable discretion from time-to-time, including on any entry gate or concession stand or on the main structure of any video board or scoreboard.

(a) All signage shall be in compliance with the Coliseum Special District Plan for signage adopted by the City of Los Angeles in 2009, a copy of which is attached as Schedule 8.2(a), as such plan may be amended from time to time; provided, however, that Landlord shall not request such an amendment that would affect Tenant's rights set forth in this Section without Tenant's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Revenues from Permanent Signage, other than revenues from digital advertising content exhibited in the Coliseum on the day of any Events, shall be included in Tenant's Operating Receipts for the purposes of Section 4.3.

(c) Notwithstanding any other provision of this Article, Tenant shall not, without Landlord's prior written consent granted in Landlord's sole discretion, permit any Permanent Signage or Temporary Signage or other advertising that constitutes advertising of, or advertising of a brand name, trademark or trade name for, tobacco products, firearms, pornographic or adult-themed merchandise or services, any gambling or wagering business (with the exception of lotteries operated for the benefit of Governmental Authorities) or any other product or service that is reasonably anticipated to bring disrepute or harm to the reputation of Tenant or Landlord or that would result in a violation of NCAA or PAC-12 rules or policies.

(d) The existing sign "Los Angeles Memorial Coliseum" and the Olympic rings shall remain in their current format and location on the outside face of the peristyle under the Olympic torch until such time (if any) as the name of the Coliseum is changed pursuant to Article 9 below. At any such time as the name of the Coliseum is changed, the location of the display of such name may be altered (subject to any approval rights of Landlord set forth in Section 11.5 (as applicable)), provided that the words "Memorial Coliseum" shall continue to be displayed in a manner no less prominent than the remaining words in the Coliseum name.

(e) Unless otherwise required by applicable Law, Tenant shall not have the right to demolish or alter the 110 Freeway sign without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(f) Subject to Section 8.2(c) above, Tenant shall have complete control over all digital content displayed on the scoreboards, video boards and elsewhere on the Premises, and Tenant shall be entitled to retain any revenues derived from such digital content, which shall be Excluded Receipts for the purposes of Section 4.3, except as otherwise provided in Section 8.2(b). Notwithstanding the foregoing, any display on top of the west video board shall be limited to 6-foot high letters, numbers or other characters.

8.3 Temporary Décor. Subject to Section 8.2(c) above, Tenant shall have sole, exclusive and complete control over all temporary stadium decor (graphics, flags, signs, pennants, balloons, etc.), including, without limitation, color and design, *provided that* items of decor shall not in any manner create a danger to any spectator, participant or other Person. Tenant shall have the right to utilize draping and banners for decoration and to cover seat sections where necessary in the discretion and at the expense of Tenant. Draping and banners used for commercial purposes shall be subject to the provisions of Section 8.4 below. The installation and removal of such items of temporary décor shall be at Tenant's sole cost, and Tenant shall remove items of decor as and when required under applicable Laws.

8.4 Temporary Signage. Subject to Section 8.2(c) above, Tenant shall have the sole and exclusive right to install, contract, sell, duplicate, exhibit, display, and otherwise control, and to receive and retain any and all revenues from, Temporary Signage on, in or at the Premises. Revenues from temporary signage (as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3.

8.5 Broadcast Rights. Tenant shall additionally have the right to broadcast or transmit Events, or to engage third parties to do so, by any technology Tenant deems appropriate, whether now existing or hereinafter devised, including without limitation via Internet, radio, television and satellite, and/or to film, tape and record such games by means of any technology, whether now existing or hereinafter devised, provided that for Commission Events Tenant shall not directly or indirectly receive revenues in excess of expenses from any such broadcast or transmission or the rights thereto.

8.6 Landlord Advertising. Tenant agrees that Landlord may use the public address system in the Coliseum to briefly announce up to two (2) upcoming Commission Events before and/or during half-time or other intermission of any USC Home Football Game, varsity soccer or lacrosse game; *provided that* no more than two (2) such announcements may be made during any game. Placement, duration and content of such announcements shall be subject to the prior approval of Tenant, which will not be unreasonably withheld or delayed.

8.7 Trademarks. Tenant shall have the right to use all current and future trademarks related to the Coliseum, (a) conditioned upon the payment by Tenant to Landlord of a royalty in connection with the sale of merchandise featuring such trademarks in an amount equal to ~~\$5,000~~20,000 per Lease Year, commencing as of any Lease Year in which Tenant begins to depict Coliseum trademarks in merchandise sold by Tenant, and adjusted annually to reflect any change in the CPI since the Commencement Date or the prior adjustment date, as applicable (the "Trademark Compensation"); and (b) reservation by Landlord of the right to use all current and future trademarks related to the Coliseum for Landlord's own non-commercial purposes. Landlord shall not use any trademark, service mark, trade name or symbol of Tenant or that is associated with Tenant (whether owned or licensed), without Tenant's prior written consent, which may be given or withheld in Tenant's sole discretion.

~~From time to time during the Term of this Agreement but not more often than every five (5) years, Landlord shall have the right to require Tenant to deliver to Landlord a report and back-up information in reasonable detail regarding the Tenant's use of Coliseum trademarks for the most recent five (5) year period; and (ii) cause Tenant's actual use of Coliseum trademarks for such five (5) year period to be evaluated by an independent professional to determine if the then-current Trademark Compensation is a fair and equitable royalty for the level of such trademark usage by Tenant. Such independent professional shall be an individual with experience in the valuation of trademarks mutually selected by the parties. The cost of the evaluation shall be an approved Landlord Operating Cost. Tenant shall provide the independent professional with such information as reasonably required to perform the evaluation. If such independent professional determines that the then-current Trademark Compensation is~~

less than a fair and equitable royalty for the level of such trademark usage by Tenant, then the Trademark Compensation shall be adjusted to equal the fair and equitable royalty amount determined by such independent professional for the level of such trademark usage. If there is an increase in the amount of the Trademark Compensation, Tenant shall pay an amount of such increase to its future usage of the Coliseum trademark to a level commensurate with the amount of the Trademark Compensation then in effect as determined by such independent professional. Any dispute regarding the amount of the Trademark Compensation shall be subject to the resolution in accordance with the terms and provisions of Section 6.26 of this Lease.

9. Naming Rights.

9.1 General Rights. Tenant shall be the exclusive holder of all naming rights to the Coliseum and its components, the Sports Arena, any additional or replacement improvements on the Premises, and the plazas and other pedestrian areas of the Premises. Tenant shall have the sole right and authority to negotiate the terms and conditions of one or more contracts granting such naming rights. Landlord acknowledges that revenue from the exploitation of such naming rights may be a significant portion of the funding for capital improvements to the Premises. Landlord further acknowledges that naming rights may be: (a) commercial, in recognition of a paid sponsorship agreement with Tenant, either directly related to the specific facility for which naming rights are granted, or as part of a larger agreement with Tenant as an institution; (b) non-profit institutional (e.g. Tenant using the name "USC"); or (c) honorary, for particular individuals in recognition of philanthropy or service.

9.2 Naming of the Coliseum. Tenant's obligations with respect to the granting of naming rights for the Coliseum itself (and not merely the components thereof) shall be as follows:

(a) Tenant shall fulfill Landlord's obligations with respect to naming rights under the District Leases, subject to any limitations provided in the District Leases, and subject to Tenant's right to seek to renegotiate such obligations with the District at any time.

(b) All revenues received from the grant of commercial naming rights shall be included in Operating Receipts for the purposes of Section 4.3 in the Lease Year in which such revenues are recognized.

(c) In the event the Coliseum is named in connection with a non-profit institutional or honorary purpose, Tenant will include in Operating Receipts for the purposes of Section 4.3 only the amount determined under this Section 9.2(c) and Sections 9.2(d) and (e) below. In such event, the commercial fair market value of the naming rights (without regard to the amount of any actual donation being made in connection with the grant of the naming rights) as of the date the naming rights are granted by Tenant shall be determined by an independent professional research valuation study (to be paid for by Tenant) for top-tier college football stadiums, to be requested by

Landlord at the time that such naming rights are granted by Tenant (similar to the IEG valuation study prepared at the request of Landlord in July 2011) (the "**Commercial Value Equivalent**"). Except as otherwise provided in subsection (d) below, the Commercial Value Equivalent shall be calculated as equal annual payments over the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant) (each such payment referred to as the "**Naming Rights Amount**"), and the Naming Rights Amount shall be included in Operating Receipts on an annual basis for each Lease Year from and after the date of the grant of the naming rights and continuing during the term of the actual naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant). The Commercial Value Equivalent and Naming Rights Amount shall not be recalculated or adjusted after their initial determination except as otherwise provided in subsection (e) below.

(d) In the event the Coliseum is named for an honorary purpose, and if the donation received in connection with such naming is to be paid in installments other than annual installments over the term of the naming rights grant (or the remaining Term of this Agreement, if there is no earlier termination date for the naming rights grant), Tenant may elect by written notice to Landlord prior to the calculation of the Commercial Value Equivalent that the Naming Rights Amount shall not be calculated as an annual payment, but shall instead be calculated and included in Operating Receipts in installments that coincide with the Lease Year in which installments of the donation are received.

(e) Notwithstanding the foregoing provisions of this Section 9.2, in connection with any grant of naming rights for an honorary purpose, in no event shall (i) the net present value of the Commercial Value Equivalent (calculated as of the date of the grant of the naming rights) exceed the net present value of the amount of the donation to be paid to Tenant (calculated as of the date of the grant of the naming rights); and (ii) if a donor does not actually pay a pledged donation (or a portion of a pledged donation) to Tenant, then for purposes of the limitation set forth in clause (i) above, the net present value of the amount of the donation shall be recalculated based on the donation amount(s) actually received by Tenant. Any net present value calculations under this Section 9.2(e) shall be performed using the same discount rate that was used in calculating the Commercial Value Equivalent.

(f) "Memorial Coliseum" shall be included in any modified name for the Coliseum. By way of example only, after the granting of naming rights, the Coliseum might be identified as "The [Naming Rights Sponsor's Designated Title, Name, Tradename or Trademark] Memorial Coliseum".

9.3 Component Naming Rights. Tenant shall have the right to grant permanent and temporary naming rights for components of the Coliseum and/or the Coliseum Property (e.g. peristyle, locker rooms, suites, etc.) in its sole discretion. Naming rights may be commercial, non-profit institutional or honorary. Revenues from "permanent and commercial" naming rights (a) shall be included in Operating Receipts for the purposes of Section 4.3; and (b) shall not be shared with the District, except as

otherwise expressly required in the District Leases. Naming rights shall be deemed "permanent and commercial" if they identify a paid commercial sponsorship with permanent signage, as defined under applicable City of Los Angeles ordinances. Permanent non-profit institutional or honorary naming rights for stadium components and revenue from temporary naming rights (identified by temporary signage, as defined by applicable ordinances) shall be Excluded Receipts for the purposes of Section 4.3; provided, however, that a Naming Rights Amount based on the Commercial Value Equivalent of permanent non-profit institutional or honorary naming rights for components of the Coliseum shall be included in Operating Receipts if the name is in a location that ~~has commercial value, meaning that it~~ is (i) materially and regularly visible in broadcast images of the Coliseum during televised events, or (ii) generally visible from the stands within the Coliseum. The Commercial Value Equivalent and Naming Rights Amount imputed in connection with such naming rights shall be calculated and included in Operating Receipts in accordance with and subject to the same terms, conditions, procedures and limitations as set forth in Sections 9.2(c) through (e) above, in which case for this purpose each reference to "Coliseum" shall instead mean the particular component of the Coliseum and/or Coliseum Property for which the naming rights are granted.

9.4 Content Restrictions. The restrictions and limitations set forth in Section 8.2(c) pertaining to Permanent Signage and Temporary Signage shall also be applicable to the naming of the Coliseum and its components, the Sports Arena, and any other portions of the Premises.

10. Maintenance and Condition of Premises.

10.1 Coliseum Property. Tenant shall maintain, repair and replace (as necessary) the Coliseum Property in good order, condition and repair, but in all events in accordance with a standard of maintenance and repair at least commensurate with that generally applicable as of the Commencement Date to the buildings and improvements located on the Tenant's University Park campus. Notwithstanding the foregoing, Landlord agrees and acknowledges that as of the Commencement Date the Coliseum Property will not be in the condition required by this Section 10.1, and that substantial portions of the Coliseum Property will not be capable of being brought into compliance with such condition without the completion of the capital improvements described in Section 11.1 of this Agreement. Therefore, during the period in which Tenant is required to perform the capital improvements described in Section 11.1 of this Agreement, Tenant's obligation under this Section 10.1 with respect to any portions of the Coliseum Property that remain to be upgraded pursuant to Section 11.1 shall be limited to the maintenance and repair of such portions of the Coliseum Property in substantially the same condition as existed on the Commencement Date, and in compliance with applicable Laws.

10.2 Sports Arena Property. Prior to any redevelopment of the Sports Arena Property, and during any continuing period of operation of the Sports Arena, Tenant shall maintain, repair and replace (as necessary) the Sports Arena Property in substantially the

same condition as existed on the Commencement Date, and in compliance with applicable Laws; provided, however, that following any cessation of operation of the Sports Arena permitted under this Agreement, Tenant shall be required only to secure the building and to maintain the exterior appearance of the Sports Arena in substantially the same condition as it existed on the Commencement Date to avoid blight, disrepair or deterioration. After redevelopment of the Sports Arena Property, the Sports Arena Property shall be maintained, repaired and replaced (as necessary) by Tenant in good order, condition and repair.

11. Coliseum Capital Improvements and Alterations.

11.1 Centennial Capital Program. Tenant shall be responsible for undertaking and achieving a comprehensive series of capital improvements to the Coliseum Property at Tenant's cost. Such effort is desired by both Landlord and Tenant as a Centennial Capital Program to be performed in connection with the 100th anniversary of the start of construction of the original Coliseum structure, which will occur in December, 2021. In connection therewith, Tenant shall commence the following capital improvements by April 1, 2014, thereafter diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by December 31, 2021, and complete such capital improvements by December 31, 2021:

(a) the capital improvements listed in Category 1 on the attached Schedule 11, which Tenant shall be required to complete; provided that some Category 1 projects may be subsumed within or obviated by a more comprehensive project (e.g. cold box refrigeration replaced with ice machines), or may be replaced by a substantial alternative project approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; and

(b) the capital improvements listed in Category 2 on the attached Schedule 11, provided that, within each subcategory of Category 2 shown on Schedule 11, Tenant may replace the listed projects with other replacement projects of equal or greater expense that are intended to generate equal or better revenue and/or provide equal or better public amenities.

11.2 Additional Improvements. In addition to the capital improvements referenced in Section 11.1 above, as and when funding is available from net operating revenues, grants or donor directed gifts, and based on justifiable business considerations, Tenant intends to make additional improvements (either before or after 2021, in Tenant's sole discretion) to improve the Coliseum and the amenities and experience offered to attendees of Events at the Coliseum.

11.3 Capital Expenditure Reserve. In addition to the capital improvements to be installed pursuant to Sections 11.1 and 11.2, and only when and if the Outstanding CapEx Balance is \$0 without regard to reserves maintained under this Section 11.3, Tenant shall maintain an on-going commercially reasonable annual capital expenditure

reserve (which may be funded through the ticket surcharge described in Section 4.3(f) and shall be determined in accordance with industry standards), to be used on an as-needed basis for additional facility improvements and capital repairs. Tenant shall have the right to withdraw some or all of the funds in the capital expenditure reserve at any time for capital expenditures, and shall not be required to keep a minimum balance in reserve.

11.4 Design Guidelines. Tenant shall consider the Coliseum Design Guidelines developed by the Coliseum Commission in 2009 (a copy of which is attached as **Schedule 11.4**) in the design and construction of capital improvement projects, and shall be required to comply with the Department of Interior Standards for Renovation of Historical Landmarks, or any other applicable Laws enacted during the Term.

11.5 Landlord Approval. Tenant shall not make any capital improvements to or alterations of the Coliseum Property without the prior written approval of Landlord to the extent that such capital improvements or alterations (a) materially affect the exterior structure or appearance of the Coliseum or Coliseum Property, or the historical significance of the Coliseum, (b) reduce the minimum seating capacity of the Coliseum below 80,000 seats (except that such 80,000 seating capacity threshold may be reduced to as low as 70,000 seats to the extent necessary to satisfy ADA or fire life safety requirements or to accommodate hospitality amenities), (c) are structural in nature, or (d) affect the physical structure of the peristyle arches and vertical structure (but not the deck), or affect the 1932 and 1984 Olympic displays.

12. Sports Arena Redevelopment and Alterations.

12.1 Demolition and Redevelopment. Tenant shall have the right, but not the obligation, to demolish the Sports Arena as long as the existing improvements are replaced with improvements that are (a) permitted by applicable land use Laws and consistent with the public benefit requirements of the District Lease for the Sports Arena Property; and (b) approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's approval shall not be required for the use of the Sports Arena Property for a soccer stadium, sports training facilities, playing fields, museum, amphitheater or other similar event space, provided that the improvements are operated in a manner consistent with the public benefit requirements of the District Lease. No building, structure or other venue on the Sports Arena Property shall have a seating capacity in excess of 24,950. Tenant acknowledges the existence of the Final Environmental Impact Report for the Redevelopment of the Los Angeles Memorial Sports Arena dated January 21, 2011. Upon and following any commencement of construction with respect to the redevelopment of the Sports Arena Property, Tenant shall prosecute such redevelopment to completion in a diligent manner.

12.2 Closure of Sports Arena. Notwithstanding the provisions of Section 12.1, prior to or in lieu of redevelopment of the Sports Arena Property, if Tenant reasonably determines that it is not cost effective to operate the Sports Arena, Tenant

shall have the right, upon one hundred eighty (180) days prior written notice to Landlord (except in the case of a Force Majeure Event, in which case no notice is required) to cease all operation in the Sports Arena; provided that the building is secured and the appearance of the building exterior is maintained in substantially the same condition existing as of the Commencement Date to avoid blight, disrepair or deterioration. In such event, Tenant shall use Commercially Reasonable Efforts to make the Galen Center available for community Public Benefit Events, subject to priority for use by Tenant, and consistent with Tenant's current efforts to accommodate community events.

(a) Notwithstanding the foregoing, Tenant shall not have the right to cease operation of the Sports Arena prior to April 1, 2014, except for redevelopment purposes. In the event of any redevelopment, Tenant shall not cease operation of the Sports Arena prior to entering into a binding written commitment for such redevelopment, unless as of April 1, 2014 or later Tenant has reasonably determined that pending redevelopment the Sports Arena is not cost effective to operate and Tenant complies with the requirements of the foregoing paragraph.

(b) Upon and following any cessation of operations in the Sports Arena other than for redevelopment purposes as described in subsection (a) above, Landlord thereafter shall have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant; provided that Landlord's termination notice shall have no force or effect if Tenant enters into a binding written commitment for the redevelopment of the Sports Arena during such 90-day notice period.

(c) Landlord shall also have the right to terminate this Agreement with respect to the Sports Arena Property upon ninety (90) days' written notice to Tenant in the event Tenant ceases operation of the Sports Arena for redevelopment purposes but fails to commence the redevelopment work within twenty-four (24) months after the date that Tenant enters into the binding commitment for such redevelopment (subject to delay in such commencement or prosecution of construction that is caused by Damage or a Force Majeure Event); provided that Landlord's termination notice shall have no force or effect if Tenant commences the redevelopment work during such 90-day notice period.

12.3 Other Alterations to Sports Arena Property. Except for redevelopment of the Sports Arena Property in accordance with the foregoing terms and provisions of this Article 12, before, during or after such redevelopment, Tenant shall not construct any other improvements or make any other structural alterations to the Sports Arena Property without the prior approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

13. Performance of Improvements and Alterations.

13.1 Landlord Approval Process. In the event Landlord approval is required for any capital improvements or alterations pursuant to Sections 11.5, 12.1 or 12.3, Tenant shall provide design drawings to Landlord along with a request for Landlord's

approval of such design drawings. Such design drawings shall be of commercially reasonable detail and scope, including as to design, quality of materials and appearance. Landlord shall have forty-five (45) days after receipt of such design drawings to approve or disapprove same. Landlord shall not unreasonably withhold or condition its approval. In the event of Landlord's reasonable disapproval, Landlord shall provide to Tenant in writing a detailed explanation of the basis for such disapproval. In the event Landlord fails to respond in writing to Tenant within such forty-five (45) day period and if Tenant's request for approval stated prominently in **BOLD 12 POINT FONT: LANDLORD'S FAILURE TO RESPOND TO THIS REQUEST WITHIN FORTY-FIVE (45) DAYS SHALL BE DEEMED TO BE LANDLORD'S APPROVAL** then Landlord shall be deemed to have approved such design drawings. Landlord shall have no further approval rights in connection with any capital improvement or alteration approved or deemed approved by Landlord unless Tenant makes material changes to the design, quality of materials or appearance of such capital improvement or alteration that do not constitute a logical evolution of the design drawings previously approved by Landlord, in which case the provisions of this Section 13.1 shall again apply.

13.2 Conduct of Work. All construction work performed on the Premises shall be done at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall cause all work to be performed in accordance with all Laws and all other provisions of this Agreement. Tenant shall take all necessary safety precautions during any construction. All construction or alteration shall be performed and completed in a diligent manner. Tenant shall control all dust, noise and other material adverse effects of work on the Premises in accordance with good industry practices. Upon completion of any construction work for new improvements or structural alterations to existing improvements, Tenant shall deliver to Landlord two (2) sets of Conoflex or Mylar final as-built plans and specifications for the improvements or alterations that are the subject of such construction work.

13.3 Notices of Nonresponsibility. Prior to the commencement of any construction work in excess of Fifty Thousand Dollars (\$50,000), Landlord shall have the right to post in a conspicuous location on the Premises and to record in the public records a notice of Landlord's nonresponsibility. Tenant covenants and agrees to give Landlord at least ten (10) business days' prior written notice of the commencement of any such construction work in order that Landlord shall have sufficient time to post such notice. Nothing in this Agreement shall be construed as constituting the consent of, or authorization from, Landlord, express or implied, to the furnishing of any labor, work, services or materials in any manner that would give rise to the filing of mechanics' liens or other claims against Landlord or Landlord's right, title or interest in the Premises.

13.4 Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. If Tenant shall not, within thirty (30) days after receipt of notice of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided in this Agreement and by Law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such

sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand.

14. Accounting and Reports.

14.1 Statements. Tenant shall provide to Landlord a written information report on a semi-annual basis to Landlord regarding: (a) all Event operations, including both completed and planned Events; (b) capital repair or improvement projects either underway or proposed in the following twelve-month period; and (c) Operating Receipts, operating expenses and capital improvement and repair cost reports in furtherance of the provisions of Section 4.3. Such statements shall be delivered no later than March 31 and September 30 during each Lease Year and shall be in a commercially reasonable format and detail. Tenant shall also deliver to Landlord no later than September 30 during each Lease Year annual financial statements relating to the operation, maintenance, repair and improvement of the Premises, in a commercially reasonable format and detail.

14.2 Landlord Reports. Landlord shall provide to Tenant on the last day of each calendar quarter during the Term a written information report regarding issues, if any, identified to Landlord by the other entities in Exposition Park or other governmental or community organizations regarding the operation of the Premises by Tenant.

14.3 Verification and Audit Rights. All payments, statements, calculations and billings required to be made and/or delivered hereunder, shall be subject to reasonable verification and audit by Landlord or its consultants, which shall be conducted at Landlord's sole cost and expense except as provided below. Tenant shall make available to Landlord and its consultants during normal business hours such of its records as are reasonably necessary to reasonably verify and audit the accuracy of such payments, statements, calculations and billings, upon at least fifteen (15) days' advance written notice. Notwithstanding the foregoing, (a) Landlord shall not commence more than one examination of such payments, statements, calculations and billings hereunder during any twelve (12) month period; (b) except in the case of fraud no such payment, statement or calculation shall be subject to examination after the expiration of more than two (2) years after it is made or delivered; provided, however, that the foregoing two (2) year limitation shall not expire prior to the delivery of any final annual statement or reconciliation of a particular calculation following the close of a Lease Year; and, provided, further, that the foregoing two (2) year limitation shall not be applicable to the reexamination of the ongoing calculation of the Cumulative Calculated Amount for the purposes of auditing a current year (but shall apply to any Landlord claim for payment relating to time periods beyond the two (2) year limitation); and (3) no such payment, statement or calculation shall be subject to examination more than once (it being understood that an initial review by Landlord and timely subsequent review thereof and participation therein by the party's outside accountants or auditors shall constitute a single examination). In the event Landlord's audit determines that Tenant has underpaid any amount due to Landlord for any Lease Year by more than five percent (5%), Tenant shall pay the reasonable cost of such audit.

15. Certain Other Covenants of the Parties.

15.1 Insurance.

(a) **Commercial General Liability Coverage.** During the Term, Tenant agrees, at its sole cost, to have insurance coverage, or a fully funded program of self-insurance pursuant to Section 15.1(e) below, that provides for commercial general liability, public liability and liability for property damage coverage having per occurrence and aggregate liability limits of at least Fifteen Million Dollars (\$15,000,000). Such limits shall be adjusted (but not decreased below \$15,000,000) at least every three (3) years to limits commensurate with then-current insurance industry standards. The foregoing coverage may be subject to deductibles that are commercially reasonable and subject to approval by Landlord, which approval will not be unreasonably withheld or delayed. During the Term, Landlord agrees at its sole cost to have insurance coverage, or a fully funded program of self-insurance, that provides for commercial general liability, public liability and liability for property damage coverage having per occurrence and aggregate liability limits of at least Fifteen Million Dollars (\$15,000,000) (subject to adjustment as provided above), with commercially reasonable deductibles as reasonably determined by Landlord from time to time.

(b) **Property Insurance.** Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, all risk (also known as ISO Causes of Loss-Special Form Coverage) property insurance covering the full replacement cost of all improvements located on the Premises (exclusive of foundations and footings), with building laws and ordinance endorsement, and also covering incidental damage, including rental obligations, rental interruption or rental loss (as applicable). Tenant shall have the option but not the obligation to purchase earthquake insurance.

(c) **Builder's Risk Coverage.** With respect to the construction of any improvements or alterations to the Premises, Tenant shall carry, or have a fully funded program of self-insurance pursuant to Section 15.1(e) below for, course of construction insurance or builder's risk insurance, covering all construction and operations at the Premises. Such insurance shall be written on a blanket or all risk form and cover the full replacement cost (exclusive of foundations and footings) of all improvements as well as incidental damages, including rental obligations, rental interruption or rental loss (as applicable). Such insurance shall also provide coverage for any upgrades or changes in building codes or other such Laws in the event of loss to the improvements. Tenant shall have the option but not the obligation to purchase earthquake insurance.

(d) **Insurance Requirements.**

(i) All insurance required under this Agreement shall be issued by companies authorized to transact business in the State of California by the Insurance Commissioner and having a "general policyholders rating" of at least A-VII as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency.

(ii) Each party agrees to provide the other with evidence of the above insurance coverage, and any additional insurance such party may, in its sole discretion, elect to obtain with respect to its activities at the Coliseum, on a customary insurance certificate form. Each required insurance certificate shall name (A) the other party, (B) its constituent entities, (C) its governing board and each member thereof, and (D) every officer, official, consultant, attorney and employee of the entities described in clause (B) and (C) above, as additional insureds with respect to claims arising out of this Agreement and/or the Premises.

(iii) The insurance certificate shall provide that in the event of cancellation or material change in any of the required coverages, the insurer of a party (or the party, in the case of fully funded self-insurance) shall give the other party thirty (30) days' advance written notice. The insurance certificate shall not contain "best efforts" modifiers or in any way relieve the insurer (or the party, in the event of fully funded self-insurance) of responsibility to provide this notice. In the case of Tenant's coverage under Section 15.1(a) above, the insurance certificate shall also state that the coverages provided in it are primary, and that the insurer or party (in the event of fully funded self-insurance) waives any right of contribution with insurance that may be available to the other party.

(iv) All insurance shall be written on an occurrence basis, and shall not be written on a claims made form.

(v) The insurance under Sections 15.1(b) and (c) shall name Landlord as a loss payee, subject to Tenant's rights under Section 16.6 regarding Damage to the Premises.

(vi) The insurance under Sections 15.1(b) and (c) shall contain a waiver of subrogation wherein each insurance company waives any right of recovery against Landlord. Notwithstanding any other provision of this Agreement (except for Tenant's liability as deemed insurer with respect to self-insured insurance coverage that Tenant elects under Section 15(e) below, but not claims by Tenant or such deemed insurer against Landlord pertaining thereto), neither party shall be liable to the other party or to any insurance company (by way of subrogation or otherwise), and each party waives for the benefit of the other party any rights to recover, for any loss of, or damage to, any of its property located on or within the Premises, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles, whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self insures the loss or damage. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors, or invitees. If required, each party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to

provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

(vii) If a party fails to procure and maintain in full force and effect any of the insurance coverage required to be carried by such party, then upon written notice to the breaching party the non-breaching party shall have the right to acquire such insurance coverage at the sole cost and expense of the breaching party, and the breaching party shall within ten (10) days following demand, reimburse the non-breaching party for the costs and expenses of acquiring such coverage, plus interest at the Default Rate on the amount of such costs and expenses from the date such costs and expenses were incurred until the date of reimbursement by the non-breaching party.

(e) Tenant Self-Insurance. Tenant may elect, on written notice to Landlord, to self-insure some or all of the risks covered by the insurance required to be carried by Tenant under this Section 15.1, subject to the following requirements. "Self insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Agreement. All amounts which are paid or are required to be paid and all loss or damages resulting from risks for which Tenant has elected to self insure shall be subject to the waiver of subrogation provisions of Section 15.1(d)(vii) above that protect Landlord. In the event that Tenant elects to self insure and an event or claim occurs for which a defense and/or coverage would have been available from a third party insurance company, Tenant shall (i) undertake the defense of any such claim, including a defense of Landlord and its additional insureds, at Tenant's sole cost and expense, and (ii) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self insure. In responding to a claim for coverage or other payment under any election by Tenant to self insure, or in response to a request to provide a defense against a claim by a third party, Tenant shall administer and handle such matters in accordance with Laws applicable to the administration by insurance carriers of coverage and claims matters as if Tenant was an insurance carrier.

(f) Workers' Compensation. Landlord and Tenant shall each require that its contractors, vendors, concessionaires, licensees, sponsors and promoters (collectively, "**Contractors**") who have access to the Premises for the performance of work or the staging of Events shall maintain worker's compensation insurance and employers' liability insurance in the amounts required by applicable Laws.

(g) Subcontractor/Vendor Requirements. Landlord and Tenant shall require that all of its Contractors (i) provide general liability and automobile insurance coverage in commercially reasonable form and amounts reasonably acceptable to Landlord and Tenant, and naming Landlord and Tenant as additional insureds; and (ii) expressly agree to indemnify, defend and hold Landlord and Tenant harmless from and against any costs, claims or liability arising out of work performed or services provided

by such Contractor, regardless of whether such Contractor performs work or services directly for Landlord or Tenant or for another Contractor.

(h) Periodic Review. Landlord and Tenant agree that the terms and conditions of this Section 15.1 are subject to periodic review and revision by mutual consent of the parties in light of then prevailing conditions.

15.2 Tenant Participation on Commission. Subject to applicable legal requirements, the parties will cooperate so that Tenant continues to have one member of the governing board of Landlord (the "**Commission**") during the Term be a Person nominated or otherwise approved by Tenant (in accordance with procedures that may involve, by way of example and not limitation, Tenant nominating or identifying to an appointing party under the Joint Powers Agreement at least three (3) Persons for membership on the Commission, with one of such Persons to be appointed by such appointing party). The parties acknowledge that Landlord does not itself have the power to appoint any Person to the Commission or to bind the Commission to have a Person nominated or otherwise approved by Tenant to be appointed to the Commission, and that, under current Law, for a Person nominated or otherwise approved by Tenant to become a member of the Commission, such Person must be designated by a party to the Joint Powers Agreement as a representative of such party on the Commission. In the event no party to the Joint Powers Agreement is willing to appoint to the Commission a Person nominated or otherwise approved by Tenant, Landlord shall so notify Tenant in writing, and thereafter shall keep Tenant regularly informed regarding actions of the Commission impacting Tenant or its use and operation of the Premises.

15.3 Assignment of District Leases. In the event that Landlord, in its sole and absolute discretion, determines or seeks to assign, effective at any time during the Term, all or any part of the Landlord's interest in the District Leases to a Person other than the District, the State of California, the County of Los Angeles, or the City of Los Angeles (or a commission, department, joint powers authority or other subdivision of any of the foregoing) then and in such event and at any time prior to Landlord's consummating any such assignment or entering into an agreement to consummate any such assignment, other than with or to a Governmental Authority, it shall notify Tenant of Landlord's determining or seeking to so assign all or any portion of Landlord's interest in the District Leases, identifying the subject matter of such assignment or desired assignment. If within thirty (30) days' of such notice, Tenant provides notice to Landlord that Tenant would itself like to negotiate the terms of its acquisition of Landlord's interest, and in its notice to Landlord provides a proposal in reasonable detail regarding such acquisition, then Landlord shall provide Tenant with a right to negotiate with Landlord or its representatives about such proposal for a period of no less than thirty (30) days following the date of Tenant's notice to the Landlord. During such period, Landlord and Tenant shall negotiate exclusively with one another (except that Landlord shall be entitled to confer with the District and Landlord's constituent entities) in good faith, but neither party shall be obligated in any way to reach a definitive or other binding agreement. Landlord shall not be required to provide Tenant with the terms of or any other information about any competing proposal, or offer any such terms to Tenant. Upon expiration of such negotiating period for any reason or no reason, Landlord shall be free

to consummate any such assignment with a third party concerning the subject matter of the notice Landlord originally provided to Tenant on any terms Landlord so desires and free of any rights in respect of same that Tenant may have under this Section 15.3; provided, however, if Landlord does not consummate such assignment to a third party within eighteen (18) months after the expiration of the negotiating period, or proposes to consummate such assignment on terms which, in the aggregate, are less favorable to Landlord than those offered by Tenant in its initial notice to Landlord in which it indicated that it would like to negotiate the terms of its acquisition of the Landlord's interest, then and in either of such events, unless the Term has expired, Landlord shall again comply with this Section 15.3 prior to consummating any such assignment or entering into an agreement to consummate any such assignment. In no event shall Landlord have the right to transfer or assign its interest in any improvements on the Premises except in connection with an assignment of Landlord's entire interest under the applicable District Lease for the portion of the Premises (i.e., either or both of the Coliseum Property or/and the Sports Arena Property, as applicable) on which such improvements are located.

15.4 Authority, Validity, Enforceability and Compliance with Law. Each party hereby represents and warrants to, and covenants with, the other that:

(a) The execution, delivery and performance by such party of this Agreement has been duly authorized by necessary action, if any, by its highest governing board authorized to bind such party (the Commission, in the case of Landlord, and its Board of Trustees, in the case of Tenant);

(b) This Agreement has been duly executed and delivered by such party, and assuming the due execution and delivery by the other, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, preference, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought;

(c) The execution, delivery and performance by such party of this Agreement does not:

(i) Violate any provision of its governing documents;

(ii) Violate or result in a breach or default (with or without notice or lapse of time or both) of any material contract (including any credit or financing agreements) to which it is a party or to which any of its properties or assets may be bound; or

(iii) Violate any Law or any order of any Governmental Authority applicable to such party; and

(d) Such party's obligations hereunder shall be performed in compliance with Law in all material respects.

15.5 Attornment and Estoppel.

(a) Subject to satisfaction or waiver of the conditions set forth in Section 17.12 and to the provisions of Section 15.3, if the District Leases or any other lease of the Premises of which the Landlord is lessee are terminated, or if the Joint Powers Agreement is terminated, Tenant shall attorn to Landlord's successor(s) in interest as Landlord under this Agreement.

(b) Each party (a "requested party") hereto agrees that at any time, and from time to time, upon not less than twenty (20) business days' prior notice from the other party (a "receiving party"), it will execute, acknowledge and deliver to such other party a statement addressed to such other party or to such addressee as is designated by such other party and who is financially interested in the relationship created hereby between the parties:

(i) Certifying that this Agreement and the documents executed in connection herewith represent the entire agreement between the parties as to their subject matter, and are unmodified and in full force and effect (or, if modified, stating the nature of such modification) and certifying that this Agreement and the documents executed in connection herewith, as so modified, are in full force and effect;

(ii) Certifying the Commencement Date and date of expiration of the Term;

(iii) Certifying that there has been no assignment or transfer of this Agreement, or any interest therein, by the requested party, directly or indirectly, which assignment or other transfer is in violation of this Agreement; and

(iv) Acknowledging that there are not, to the requested party's actual knowledge, any uncured defaults on the part of the receiving party hereunder (or the occurrence of events which, with the passage of time, or the giving of notice, or both, would constitute a default hereunder), and that the requested party has no right of offset, counterclaim or deduction against amounts payable hereunder, or specifying such defaults if they are claimed.

Any such statement may be conclusively relied upon by any present or prospective lender or any other third party financially interested in the relationship created hereby between the parties. A requested party's failure to deliver such a statement within five (5) business days following a second written request (given after the initial period of twenty (20) business days) shall result in the statements contained in the requesting party's request being deemed binding upon and in full force and effect against the receiving party.

15.6 Coliseum Memorial Court of Honor. Tenant agrees that Landlord shall have the authority and responsibility for the consideration and decisions regarding future

inductees to the Coliseum Memorial Court of Honor. Unless otherwise approved by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, inductees to the Coliseum Memorial Court of Honor must have made a significant nationally recognized contribution to the Coliseum or the Sports Arena through positive athletic participation, or a positive contribution to the historic significance of the Coliseum or the Sports Arena. The plaques located in the Court of Honor will not be disturbed except for cleaning, upkeep and repair. Tenant shall be responsible for the costs of the maintenance, repair and upkeep of the Court of Honor (including without limitation, the plaques located in the Court of Honor) in accordance with Section 10.1. Landlord shall be responsible at its sole cost and expense for supplying new plaques as and when new inductees are named.

15.7 Display Area. Landlord and Tenant shall collaborate during the Term on the development and maintenance of an appropriate area and/or website for the display of photographs, memorabilia, and other items depicting past Coliseum events.

15.8 Tenant's Covenant Regarding USC Home Football Games.

(a) ~~15.8 Tenant's Covenant Regarding USC Home Football Games.~~

Except in the event of any Damage, a Force Majeure Event or major construction permitted under this Agreement, that renders the Coliseum unfit to accommodate the staging of Events therein (and only during the period that the Coliseum continues to remain unfit for such purpose), Tenant hereby agrees that during the Term, but subject to the scheduling requirements of ~~and media agreements entered into by~~ the NCAA, Pac-12 and other applicable college athletic ~~football~~ governing bodies in effect from time to time, it will cause the Trojan Football Team to play each and every USC Home Football Game at the Coliseum, and the Trojan Football Team will not play any USC Home Football Game at any other site or location without the prior written consent of Landlord, which prior written consent may be withheld or delayed in the absolute discretion of Landlord.

~~It shall be the responsibility of Tenant to ensure that all USC Home Football Games are played at the Coliseum, and that the USC Football Team is not required to play any USC Home Football Game at any other site or location without the prior written consent of Landlord, which prior written consent may be withheld or delayed in the absolute discretion of Landlord. USC Home Football Games shall be included as part of the receipts of the provisions of clause (b) of the definition of Operating Receipts.~~

~~(a) In addition to any USC Home Football Games that Tenant is required to play at another venue as described above, and in addition to any Games played in other venues that are not designated by a collegiate football governing body as a USC Home Football Game, Tenant may elect to cause the Trojan Football Team to play not more than one (1) USC Home Football Game per season at another venue.~~

~~(b) Notwithstanding the foregoing, in the event Tenant has played fewer than eighteen (18) USC Home Football Games at the Coliseum in the prior three (3) seasons due to governing body foregoing requirements or media agreements, or upon election by Tenant as provided in subsection (a) above, then within addition to any USC Home Football Game that Tenant is required to play at another venue as described in~~

subsection (a) above, and in addition to any games played at the Coliseum for which the USC Home Football Game is played, Tenant shall include in Operating Receipts the amount equal to the amount Tenant would have included in Operating Receipts had the game been played at the Coliseum, based on the average ticket price then being charged for USC Home Football Games at the Coliseum and the average attendance at such games during the then-current season.

15.9 Landlord's Assistance. Landlord agrees to disseminate to its employees and members any written policies or other information supplied by Tenant to inform such employees and members that they should not engage in, that they should discourage any professional team from engaging in, and that they shall not condone any of the following:

(a) recruitment, negotiating with, drafting of, or the signing of any of Tenant's student athletes who have remaining eligibility for participation in intercollegiate athletics;

(b) soliciting, promoting, or encouraging any of Tenant's student athletes with remaining eligibility to forego the ultimate completion of the student's academic pursuits in exchange for professional team participation; or

(c) soliciting, promoting, or participating in any activity which involves any of Tenant's student athletes in circumstances in violation of Article 3, Section 1(a)-(g), inclusive, of the NCAA Constitution.

15.10 Surrender. Upon expiration of the Term or earlier termination of this Agreement, Tenant shall surrender to Landlord the Premises (including all improvements located thereon) in the condition that Tenant was required to maintain and repair the Premises during the Term, subject to reasonable wear and tear, Force Majeure Events in effect at the end of the Term and Damage that Tenant is not required to repair pursuant to Section 16.6. Tenant shall remove all of Tenant's personal property from the Premises, except that Tenant shall be required to surrender and transfer to Landlord all of the Other Property and any other personal property hereafter acquired by Tenant in replacement, substitution or augmentation of the Other Property that is used exclusively for the operation, maintenance and repair of the Premises. Any of Tenant's personal property that is not required to be surrendered and transferred to Landlord, but that is not removed by Tenant within ten (10) days following the expiration or earlier termination of this Agreement, shall be deemed abandoned by Tenant and may be stored, removed, and disposed of by Landlord at Tenant's expense (together with interest on the amounts advanced by Landlord at the Default Rate accruing from the date of advance by Landlord

from time to time until payment), and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property.

15.11 Holdover. If Tenant holds over after the expiration or earlier termination of this Agreement (not including continued occupancy by Tenant in accordance with a successor lease between Tenant and the then fee title or master leasehold title holder of the Premises), whether with or without the express or implied consent of Landlord, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, Tenant shall be required to pay to Landlord the then-fair market rental value of the Premises. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as required under this Agreement upon the expiration or other termination of this Agreement (except to the extent that Tenant has the right to continue to possess the Premises pursuant to a successor lease). The provisions of this Section 15.11 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided at law or in equity. If Tenant fails to surrender the Premises upon the termination or expiration of this Agreement (except to the extent that Tenant has the right to continue to possess the Premises pursuant to a successor lease), in addition to any other liabilities to Landlord accruing therefrom, Tenant shall defend, indemnify and hold Landlord harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant or buyer arising from such failure to surrender.

15.12 Condemnation. If any part of the Premises is taken for any public or quasi public use, or by right of eminent domain, under applicable Laws (a "**Taking**" or "**Taken**", or "**to Take**"), and the Taking would render the remaining Premises unusable for the exhibition of a USC Home Football Game, then upon written notice by Tenant to Landlord this Agreement shall terminate on the date title passes. In the event of a Taking of all of the Premises, this Agreement shall terminate on the date title passes. Landlord agrees that it will not exercise any right it has under applicable Laws to Take all or any part of the Premises, and that it will not support a proposed Taking by its constituent entities or any other Governmental Authority. In the event of a Taking, Landlord shall have the right to that portion of the award attributable to Landlord's interest in the Premises, including Landlord's rights, title and interest under this Agreement, and to the reversionary interest in the fee or any master leasehold estate of the Premises after the expiration of this Agreement (subject to any rights of the District thereto), and Tenant shall have the right to that portion of the award attributable to Tenant's right, title and interest in the leasehold estate under this Agreement and including Tenant's interest in any improvements to the Premises made by Tenant.

15.13 CEQA Compliance. Landlord shall act as the lead agency (so long as Landlord is legally entitled to do so) with respect to any activity undertaken pursuant to this Agreement that is a "Project" pursuant to the California Environmental Quality Act.

16. Default, Indemnification, Force Majeure, Damage and Destruction, Disputes.

16.1 Events of Default. The occurrence of any one or more of the following events shall constitute a material default of this Agreement ("**Default**"):

(a) A party's failure to make any payment required to be made hereunder, as and when due, where such failure shall continue for a period of ten (10) business days after written notice thereof from the other party;

(b) Subject to Section 16.5, Tenant's failure to perform its obligations under Section 11.1 of the Agreement to (i) commence by April 1, 2014 construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, (ii) diligently proceed with the construction thereof on a continuing basis (in accordance with Tenant's internal phasing plans) that will facilitate the completion of such capital improvements by December 31, 2021, and (iii) complete by December 31, 2021 construction of the capital improvements required to be constructed by Tenant under Section 11.1 of this Agreement, in each case where such failure continues for a period of sixty (60) days after written notice from Landlord to Tenant.

(c) A party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by such party other than those referenced in Sections 16.1(a) and 16.1(b), where such failure shall continue for a period of thirty (30) days after written notice thereof from the other party; provided, however, that if the nature of the noncompliance is such that more than thirty (30) days are reasonably required for its cure, then the party shall not be deemed to be in default if such party commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion; or

(d) A party's acts of bankruptcy as follows: (i) its making any general assignment for the benefit of its creditors; (ii) its filing a voluntary petition in bankruptcy; (iii) its becoming the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) days; (iv) a trustee or receiver being appointed to take possession of substantially all of its assets located at the Coliseum or of its interest in this Agreement, where possession is not restored within thirty (30) days; or (v) there occurring an attachment, execution or other judicial seizure of substantially all of its assets at the Coliseum or its interest in this Agreement, where such seizure is not discharged within thirty (30) days; provided that in the event the application of any provision of this Section 16.1 is contrary to any applicable Law, such provision as applied shall be of no force or effect.

16.2 Remedies. In the event of any default or breach of this Agreement, then after giving effect to the notice and cure periods specified above and the dispute resolution procedures set forth below, the non-defaulting party shall have the right (in addition to all other rights or remedies available at law or in equity, except as limited below) to cure such breach at the expense of the breaching party, or the right to terminate this Agreement in accordance with applicable Laws. Additionally, the parties agree that

irreparable damage would occur in the event that certain provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached. Therefore, the parties agree that injunctive relief, specific performance or other equitable relief shall be appropriate remedies to enforce the terms and provisions of Sections 2.3, 2.4, 3.2, 3.5, 5, 6.1, 6.2, 6.3, 8.2, 8.7, 9, 10, 11.4, 11.5, 12.1, 12.3, 13, 14, 15.1, 15.2, 15.3, 15.8, 15.9, 16.4, 16.6, 16.7, 16.8, 16.9 and 17.4 of this Agreement. No other provisions of this Agreement shall be subject to equitable relief. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, (a) in the event Tenant breaches its obligations under Section 11.1 of this Agreement, Landlord's only remedies shall be the right to cure such breach at Tenant's expense or to terminate this Agreement, and Tenant shall not be subject to any equitable relief or damages, and (b) to the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.


16.3 Late Payments. Except as expressly herein provided, any amount due under this Agreement that is not paid when due shall bear interest at the Default Rate from the date due until the date actually paid. Payment of such interest shall not excuse or cure any default under this Agreement.

16.4 Indemnification.

(a) The Subject to the expiration of any applicable statutes of limitation, the terms and provisions of Section 16.4 of the Prior Agreement shall be applicable with respect to (i) Liabilities (as defined below) that arose or accrued during the term of the Prior Agreement and prior to the Commencement Date, including of this Agreement, and (ii) any Liabilities for third party claims that arose or accrued prior to the commencement of the term of the Prior Agreement. To the extent of any inconsistency withbetween the provisions of Sections 2.4 and 2.5-2.5 of this Agreement on the one hand and the provisions of this Section 16.4(a) on the other hand, the provisions of this Section 16.4(a) shall prevail, and shall survive the terminationthe provisions of this Section 16.4(a) shall control over any modification of the Prior Agreement, subject to the expiration of any applicable statutes of limitation pursuant Section 2.4 of this Agreement. The terms and provisions of the remaining provisions of this Section 16.4Sections 16.4(b) and 16.4(c) below shall be applicable with respect to Liabilities that arise or accrue upon and after the Commencement Date.

(b) Tenant agrees to indemnify, defend and save harmless Landlord and all Landlord Parties, from and against any and all losses, liabilities, claims, damages, costs and expenses (including without limitation, reasonable attorneys' fees) (collectively, "**Liabilities**") that arise or are claimed to have arisen directly or indirectly from (i) the activities of Tenant or its trustees, officers, employees, agents or contractors (collectively, "**Tenant Parties**") pursuant to this Agreement; (ii) the use, occupancy or

management of the Premises, except to the extent Landlord undertakes the direct operation or management of a Commission Event, (iii) any construction work performed by or on behalf of Tenant on the Premises, (iv) the negligence or willful misconduct of Tenant or the Tenant Parties with respect to any matter on, in or pertaining to the Premises, or (v) the breach or default by Tenant of this Agreement; provided, however, that Tenant's obligations under this subsection (b) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Landlord or any Landlord Parties.

(c) Landlord agrees to indemnify, defend and save harmless Tenant and the Tenant Parties from and against any and all Liabilities that arise or are claimed to have arisen directly or indirectly from (i) the activities of Landlord or any Landlord Parties pursuant to this Agreement, (ii) the negligence or willful misconduct of Landlord or any Landlord Parties with respect to any matter on, in or pertaining to the Premises, (iii) Commission Events operated or managed by Landlord, or (iv) the breach or default by Landlord of this Agreement,  provided, however, that Landlord's obligations under this subsection (c) shall not pertain to Liabilities to the extent such Liabilities result from the negligence or willful misconduct of Tenant or any Tenant Parties.

16.5 Force Majeure. Tenant and Landlord agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its non-monetary obligations under this Agreement (i.e., excluding all obligations for the payment of money) caused by the occurrence of any contingency beyond the reasonable control of the parties (financial inability excepted), including but not limited to, declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience, acts of a public enemy, acts of Governmental Authorities (other than Landlord, or the acts of any Governmental Authority that is a member of Landlord if applicable solely to Landlord's facilities or activities) affecting the terms of this Agreement, delays caused by Governmental Authorities in the processing or issuance of entitlements or permits (so long as Tenant has diligently commenced and pursued such entitlements in a commercially reasonable manner), CEQA litigation, labor disputes, shortages of fuel or materials, fires, explosions, floods, earthquakes or other acts of God (collectively, "*Force Majeure Events*"). In the event that any Force Majeure Event prevents or delays the performance of a non-monetary obligation under this Agreement, then the time period for the performance of such non-monetary obligation shall be extended for the duration of time the performance of such obligation is prevented or delayed by the Force Majeure Event; provided, however, that in no event shall any period of prevention or delay due to a Force Majeure Event commence until the party whose performance is delayed notifies the other party in writing of the occurrence of the Force Majeure Event and the nature and expected duration of the prevention or delay.

16.6 Damage and Destruction. If all or a part of the improvements located on the Premises are materially damaged by fire, earthquake or other casualty (any such casualty being hereinafter referred to as "*Damage*"), then Tenant shall promptly give Landlord notice of the Damage. Within sixty (60) days after the date of the Damage, a

third party construction consultant reasonably acceptable to both parties shall notify Landlord and Tenant in writing of such consultant's reasonable estimate of the time and cost required to repair such Damage (the "*Damage Estimate*").

(a) If the Damage Estimate (i) contemplates that the Damage can be repaired within two (2) years of the date on which such Damage occurred, and (ii) the estimated cost of the repair of the Damage and the restoration of the improvements does not exceed the sum of the insurance proceeds (including self-insurance proceeds) payable with respect to the Damage (or if Tenant fails to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), plus any applicable deductible or deductibles by five percent (5%) (such sum referred to herein as the "*Covered Amount*"), ~~by not more than the amount of the Acceptable Uncovered Amount, or if the Covered Amount is less than the Acceptable Uncovered Amount, then the Covered Amount, or if the Covered Amount is more than the Acceptable Uncovered Amount, then the Acceptable Uncovered Amount.~~ Tenant shall repair the Damage and restore the improvements to substantially the condition existing immediately prior to the Damage as expeditiously as reasonably possible, (B) Tenant shall have the right to play USC Home Football Games at another location of its choice during the repair period, and (C) the Term set forth in this Agreement shall remain in full force and effect; provided, however, that if (x) the cost of repairing the Damage exceeds the Covered Amount by more than the Acceptable Uncovered Amount, or (y) the Damage occurs during the last five (5) years of the Term (as such Term is extended) and will prevent Tenant from playing USC Home Football Games at the Premises for one or more full football seasons, then in either case Tenant shall not be required to repair the Damage and shall have the right to terminate this Agreement as to the

~~If this Agreement is not terminated with respect to an Affected Portion of the Premises and Tenant is not required to repair the Damage, this Agreement shall remain in full force and effect to the extent the provisions hereof remain applicable after such Damage and Tenant shall either (1) use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the~~

Damage if Tenant had properly carried the property insurance required under this Agreement), and the amount of any applicable deductible or deductibles to partially repair the Damage or restore the Damaged improvements to a functional state (to the extent it is commercially reasonable to do so), or (2) use such proceeds make other improvements or alterations to the Premises during the remaining Term of this Agreement with modifications and/or substitutions to the Damaged improvements as approved by Landlord, which approval shall not be unreasonably withheld.

(b) If Tenant elects to terminate this Agreement as to all or any affected portionan Affected Portion of the Premises pursuant to subsection (a) above, Tenant shall exercise such right by written notice to Landlord within ninety (90) calendar days after Tenant receives such Damage Estimate, which termination shall be effective thirty (30) days after the date of Tenant's termination notice.

(i) If Tenant elects to terminate this Agreement in its entirety, then as a condition to such termination, Tenant shall deliver (or assign) to Landlord (A) all insurance proceeds actually paid with respect to the Damage by a third party insurance carrier and Tenant's rights to receive all insurance proceeds payable by the third party insurance carrier (or if Tenant failed to maintain property insurance in accordance with the requirements of this Agreement, the amount of insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), (B) all self-insurance proceeds required to be paid by Tenant to the extent that Tenant elects to self-insure, and (C) all deductible amounts.

(ii) If Tenant elects to terminate this Agreement only as to the affected portionan Affected Portion of the Property Premises, Tenant may retain all insurance proceeds and shall use the insurance proceeds, self-insurance proceeds, the amount of any insurance proceeds that would have been payable with respect to the Damage if Tenant had properly carried the property insurance required under this Agreement), and the amount of any applicable deductible or deductibles to make other improvements or alterations to the Premises during the remaining Term of this Agreement.

(c) In no event shall any Damage entitle Tenant to any abatement, credit, offset or reduction of or against any rent or other amounts payable by Tenant under this Lease, provided that Tenant's obligation to pay Landlord's share of the Cumulative Calculated Amount shall be abated during the period Tenant is repairing any Damage Agreement. Except as otherwise expressly provided in this Section 16.6, no Damage shall entitle Tenant to terminate this Lease Agreement.

(d) Landlord and Tenant acknowledge that the terms and provisions of this Section 16.6 constitute the parties' consensual agreement with respect to the occurrence of any Damage, and Tenant waives the provisions of any applicable Law that is inconsistent with the terms and provisions of this Section 16.6, including without limitation, California Civil Code Sections 1932(2) and 1933(4).

16.7 Resolution of Disputes.

(a) In the event of any dispute or claim arising out of or relating to this Agreement, then prior to instituting any legal action with respect thereto (except for provisional relief), a party shall provide the other party with notice of the potential claim and shall request good faith negotiations be commenced. Within five (5) business days after delivery of said notice, the parties will commence in good faith to attempt to resolve such dispute by telephonic or face-to-face negotiations that shall include representatives of each side with decision-making authority, and shall continue thereafter to engage in such discussions as often as they reasonably deem necessary or productive to exchange information and to attempt to resolve the dispute or claim.

(b) If within ten (10) business days of the first negotiating session under Section 16.7(a) (as the same may be extended by mutual agreement of the parties), the parties have been unable to resolve the dispute, then either party may, within two (2) business days following the expiration of such ten (10) business day period, provide the other party with notice of its election to submit the matter to non-binding mediation, in which case neither party may institute any legal action with respect to such claim or dispute (except for provisional relief) until ten (10) business days following the conclusion of such mediation if the parties have not by such date resolved the dispute to their mutual satisfaction. Such mediation will be conducted in Los Angeles County, in accordance with the then-current rules of JAMS, and concurrent with the notice of mediation given to the other party, the noticing party shall provide JAMS with notice of such request, setting forth a brief description of the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, *provided that* evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) Following the conclusion of the mediation, if the parties have not resolved their dispute, the parties may agree in writing and in their sole discretion to resolve the dispute through binding arbitration under the auspices of JAMS, but if either party does not agree to submit the dispute to such binding arbitration, then at any time (subject to applicable statutes of limitations) after the expiration of ten (10) business days after the conclusion of the mediation, either party may pursue any other available remedies with respect to such dispute, including but not limited to filing an action in a court of competent jurisdiction.

(d) The provisions of this Section 16.7 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award

of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

16.8 Attorneys' Fees. Subject to Section 16.7, if any action at law, in equity or in arbitration is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to any other relief to which such party may be entitled.

16.9 Venue. Subject to Section 16.7, all claims or controversies arising out of or related to the performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

17. General Provisions.

17.1 No Agents. The parties hereto are independent contractors with respect to one another, and no partnership or relationship of agency is created hereby. Except as Landlord may specifically authorize in writing, Tenant and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the Landlord in any capacity whatsoever as agents or otherwise. Except as Tenant may specifically authorize in writing, Landlord shall have no authority, express or implied, to act on behalf of or bind Tenant in any capacity whatsoever as agents or otherwise.

17.2 Waiver. Waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

17.3 Successors. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their permitted successors and/or assigns.

17.4 Assignment. Tenant shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of Landlord, in its sole and absolute discretion. Any unauthorized assignment or transfer shall be null and void, and shall constitute a material breach by Tenant of its obligations under this Agreement. Notwithstanding the foregoing, Tenant shall have the right, upon notice to Landlord, to sublease portions of the Premises, and to grant licenses, concessions, management agreements and other agreements with third parties for use of the Premises without the obligation to seek Landlord's approval; provided, however, that Landlord shall have the right to approve any subleases, licenses, concessions or other agreements which result in Tenant ceasing to occupy the Coliseum Property or ceasing to maintain control (whether through its rights under such agreement(s) or directly) over the Premises. All subleases, licenses, concessions and other agreements pertaining to the use or occupancy of the Premises shall be in compliance with and subject to the terms and provisions of this Agreement.

17.5 Applicable Law. This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

17.6 Entire Agreement. This Agreement, including any Schedules and Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

17.7 Written Amendment. This Agreement may only be changed by written amendment signed by Tenant and Landlord, subject to any requisite authorization by the Landlord. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

17.8 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

17.9 Duplicate Originals. There shall be at least two (2) fully signed copies of this Agreement, each of which shall be deemed an original.

17.10 Time of Essence. Time is strictly of the essence of this Agreement and each and every covenant, term and provision hereof.

17.11 Notices. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, or via telefax, or prepaid first-class, registered or certified mail, addressed as follows:

If to the Landlord:

Los Angeles Memorial Coliseum Commission
3911 S. Figueroa Street
Los Angeles, California 90037
Attention: General Manager
FAX: 213-748-5628;

With a copy to:

Los Angeles County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713
FAX: 213-617-1142

And if to the Tenant:

University of Southern California

University Park Campus, UGW-110
Los Angeles, California 90089
Attention: Vice President,
Real Estate and Asset Management
FAX: 213-821-3073

With a copy to:

University of Southern California
Office of the General Counsel
ADM 352
Los Angeles, CA 90089-5013
FAX: (213) 740-3249

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed or faxed, upon receipt during normal business hours or upon expiration of three (3) business days from the date of posting in Los Angeles County, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

17.12 Condition. This Agreement shall become effective upon execution by both parties, but the Commencement Date shall not occur, and the continued effectiveness of this Agreement shall be, in accordance with the provisions set forth below, subject to the satisfaction or written waiver by Tenant (in its sole and absolute discretion) of the Transaction Contingency. The "**Transaction Contingency**" means (a) the execution by the District of a commercially reasonable non-disturbance agreement with respect to this Agreement for the benefit of Tenant (the "**NDA**"); (b) the execution by the District of a lease agreement on terms reasonably satisfactory to Tenant for the lease of the Premises by the District to Tenant after the expiration of the Term of this Agreement ("**Tail Lease**"); and (c) the execution by the District of a lease agreement on terms reasonably satisfactory to Tenant for the lease by the District to Tenant of the parking lots owned and controlled by the District in Exposition Park commonly known as Lots 1 through 6 ("**District Parking Lease**"). Tenant agrees to use its Commercially Reasonable Efforts to cause the Transaction Contingency to be satisfied as soon as possible and shall keep the Commission informed of the status of its negotiations with the District towards the satisfaction of the Transaction Contingency. If the Transaction Contingency is not satisfied or waived on or before June 30, 2012 (the "**Outside Date**"), then Tenant may terminate this Agreement by written notice to Landlord within thirty (30) days after the Outside Date. If Tenant does not notify Landlord of its termination of this Agreement within thirty (30) days after the Outside Date, then the Transaction Contingency set forth in this Section 17.12 shall be deemed unsatisfied as of the Outside Date and Landlord shall thereafter have the right to terminate this Agreement by written notice to Tenant prior to the satisfaction of the Transaction Contingency. If Tenant executes an NDA, Tail Lease and District Parking Lease then such documents shall be conclusively deemed to be on terms that satisfy the Transaction Contingency. If this Agreement is terminated pursuant to the terms and provisions of this Section 17.12, then the Prior Agreement shall remain in full force and effect. Additionally, Landlord agrees

and acknowledges that Tenant's obligation to commence and complete construction of the capital improvements described in Section 11.1 shall be delayed by one (1) calendar day for each calendar day during the period from April 1, 2012 through the Outside Date that the Transaction Contingency has not been satisfied or waived.

17.13 Survival of Provisions. The obligations of this Agreement shall survive the expiration of the Term to the extent necessary to implement any requirement for the performance of obligations or forbearance of an act by either party hereto which has not been completed prior to the termination of this Agreement. Such survival shall be to the extent reasonably necessary to fulfill the intent thereof, or if specified, to the extent of such specification, as same is reasonably necessary to perform the obligations and/or forbearance of an act set forth in such term, covenant or condition. Notwithstanding the foregoing, in the event a specific term, covenant or condition is expressly provided for in such a clear fashion as to indicate that such performance of an obligation or forbearance of an act is no longer required, then the specific shall govern over this general provision.

17.14 Headings. The captions, paragraph headings and table of contents contained herein are for convenience or reference only and shall not be used in construing any part of this Agreement.

17.15 Usage. In this Agreement, unless a clear contrary intention appears:

- (a) The singular number includes the plural number and vice versa;
- (b) Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) Reference to any gender includes each other gender;
- (d) Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect, including the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;
- (f) The terms "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section, subsection or other provision hereof;
- (g) The term "including" (and with correlative meaning, "include") means including without limiting the generality of any description preceding such term;

(h) The term "or" is used in the inclusive sense of "or";

(i) With respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

(j) References to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and

(k) References to any Schedule or Exhibit refer to the corresponding Schedule or Exhibit to this Agreement.

17.16 Fair Meaning. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Consequently, any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

17.17 Incorporation of Exhibits and Schedules. All of the Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

17.18 Landlord Right of Entry. Upon not less than one (1) business day advance notice, Landlord and its duly authorized representatives or agents may enter upon the Premises during the Term of this ~~Lease Agreement~~ at reasonable times for the purpose of determining whether Tenant is complying with the terms and provisions of this Agreement or in furtherance of the enforcement of Landlord's rights and Tenant's obligations under this Agreement.

IN WITNESS WHEREOF, the foregoing Amended and Restated Lease and Agreement has been executed by the parties as of the date first set forth above.

LOS ANGELES MEMORIAL
COLISEUM COMMISSION

UNIVERSITY OF SOUTHERN
CALIFORNIA

By _____
David Israel

By: _____
Todd Dickey

Title: President

Title: Senior Vice President, Administration

By: _____
Kristina E. Raspe

**Title: Vice President, Real Estate and Asset
Management**

GLOSSARY

ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12111 et seq. (the "ADA"), and the ADA Accessibility Guidelines promulgated by the Architectural and Transportation Barriers Compliance Board, the public accommodations title of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a et. seq., the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et. seq., as amended, Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 790 et. seq., the Minimum Guidelines and Requirements for Accessible Design, 36 C.F.R. Part 1190, the Uniform Federal Accessibility Standards, and Title 24 of the California Code of Regulations, as the same may be amended from time to time, or any similar or successor laws, ordinances and regulations, now or hereafter adopted.

Agreement has the meaning set forth in the first paragraph of this Agreement.

Annual Determination Date has the meaning specified in Section 4.3(a).

Capital Improvement Items means (i) all actual documented costs, expenses, liabilities and expenditures for improvements made to the Coliseum Property pursuant to Sections 11.1 and 11.2 that would be treated as capital expenditures under generally accepted accounting principles consistently applied ("GAAP"), including any that are funded by the ticket surcharge referred to in Section 4.3(f), by donations, or by contributions or work performed by an NFL team pursuant to Section 6.2(b), or by the NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities and also including associated commercially reasonable general and administrative expenses of Tenant in connection with the construction of improvements (but not general operating expenses), (ii) the amount of the capital expenditure reserve described in Section 11.3, and (iii) a return on the Outstanding CapEx Balance as it exists from time to time at the Internal Lending Rate as it exists from time to time. Capital Improvement Items shall not include any costs, expenses, liabilities or expenditures (a) funded through government grants or other governmental funding, (b) reimbursed or otherwise covered by rebates, discounts, warranties or insurance proceeds (including self-insurance), or (c) funded by subtenants, concessionaires or licensees (other than the NFL, NCAA, PAC-12, U.S. Olympic Committee, Special Olympics or other comparable entities). Tenant shall be deemed to have been reimbursed for Capital Improvement Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier.

Coliseum means the stadium commonly referred to as the Los Angeles Memorial Coliseum, including the main stadium, other improvements on the Coliseum Property, and all fixtures appended thereto, as the same may exist from time to time during the Term.

Coliseum Lease has the meaning set forth in Recital B.

Coliseum Property has the meaning set forth in Recital A.

Commencement Date has the meaning set forth in Section 3.1.

Commercially Reasonable Efforts means the reasonable efforts that a reasonably prudent Person who was a party to this Agreement would, at the time of executing this Agreement, contemplate using in similar circumstances in an effort to achieve a desired result set forth in this Agreement in a reasonably expeditious manner, *provided that* "Commercially Reasonable Efforts" shall not require the violation of, or failure to discharge, any duty owed to a third party, including the cancellation of any contracted event at the Coliseum, or the provision of any consideration to any third party of any amounts, except for the costs of making filings in the ordinary course of business, the reasonable fees and expenses of counsel and advisors, any nominal consent fees provided for in the existing provisions of any contract, and the customary fees and charges of Governmental Authorities.

Commission has the meaning set forth in Section 15.2.

Commission Event Period has the meaning set forth in Section 6.1.

Commission Events has the meaning set forth in Section 6.1.

Contractors has the meaning set forth in Section 15.1(f).

"CPI" means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (Los Angeles, Riverside, Orange County, All Urban Consumers, All Items), or if such index is no longer published, a successor or substitute index designated by Landlord, published by a governmental agency and reflecting changes in consumer prices in the greater Los Angeles area.

Cumulative Calculated Amount, when determined as of any date, means an amount, which may be either positive or negative, equal to "a" minus "b" minus "c" where (i) "a" is equal to the cumulative Operating Receipts of Tenant that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; (ii) "b" is equal to the sum of all Offsetting Items that are attributable to the period beginning on the Commencement Date and ending on the Annual Determination Date; and (iii) "c" is equal to all Capital Improvement Items that were recognized by Tenant (in accordance with GAAP) during the period beginning on the Commencement Date and ending on the Annual Determination Date. Notwithstanding any contrary provision hereof, in no event shall any cost, expense, expenditure or other amount be counted on a duplicative basis as both an Offsetting Item and a Capital Improvement Item.

Damage has the meaning set forth in Section 16.6.

Damage Estimate has the meaning set forth in Section 16.6.

Default Rate means the lesser of (i) the prime or reference rate announced from time to time by Bank of America, N.A. or its successor, or if Bank of America, N.A. and its successor cease to exist then the prime or reference rate announced from time to time by the largest state chartered bank in California in term of deposits, plus three percent (3%) per annum, or (ii) the maximum rate of interest permitted by Law.

Direct Lease has the meaning set forth in Section 3.5(b).

District has the meaning set forth in the Recital A.

District Leases has the meaning set forth in Recital B.

Events has the meaning set forth in Section 5.1.

Excluded Receipts means (i) insurance proceeds other than insurance proceeds that are in amount equal to, and payable for, a loss that has previously been recognized in any prior calculation of the Cumulative Calculated Amount, (ii) proceeds of condemnation, inverse condemnation or other exercise of any power of eminent domain or similar power; (iii) receipts attributable to any breach of this Agreement by Landlord or breach of any other obligation of Landlord to Tenant; (iv) donations of any kind, except as provided in Sections 9.2(c) – (e), (v) proceeds of the sale of naming rights that are excluded from Operating Receipts pursuant to Sections 9.2(c) – (e) or 9.3; (vi) proceeds from the sale of signage that are excluded from Operating Receipts pursuant to Article 8; (vii) proceeds of any ticket surcharge imposed by Tenant that is used to fund Capital Improvement Items, to the extent excluded from Operating Receipts pursuant to Section 4.3(f); and (viii) capital improvement funds contributed by an NFL Team to the extent excluded from Operating Receipts as Excluded Receipts pursuant to Section 6.2(b).

Exposition Park means the park located within the boundaries of Exposition Boulevard, South Figueroa Street, South Vermont Avenue and West Martin Luther King Jr. Boulevard in Los Angeles, California.

Extension Options has the meaning set forth in Section 3.2.

Extension Term or Extension Terms has the meaning set forth in Section 3.2.

Force Majeure Event means an event described in Section 16.5.

Governmental Authority means any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any applicable Law.

Internal Lending Rate means, as of any date of determination, the internal rate of interest charged from time to time by Tenant to Tenant's schools and departments, which internal rate of interest as of the Effective Date is currently six percent (6%) per annum. Tenant agrees to continue to calculate the Internal Lending Rate in substantially the same manner as it does as of the Effective Date. Tenant shall notify Landlord in writing upon any change in the Internal Lending Rate.

Joint Powers Agreement has the meaning set forth in Recital A.

Landlord has the meaning set forth in the first paragraph of this Agreement.

Landlord Operating Costs has the meaning set forth in Section 4.2(a).

Landlord Parties has the meaning set forth in Section 2.5.

Law means any and all international, national, federal, state, provincial, regional, local, municipal, or other law (including common law), statute, code, ordinance, rule, regulation or other requirement enacted, promulgated, issued, entered or put into effect by a Governmental Authority.

Leased Property has the meaning set forth in Recital B.

Lease Year means each of the following periods: (i) the period that begins on the Commencement Date and that ends on the next June 30 after the Commencement Date; and (ii) each succeeding July 1 through June 30 fiscal year thereafter during the term of this Agreement.

Liabilities has the meaning set forth in Section 16.4(b).

NCAA means the National Collegiate Athletic Association.

NFL Agreement has the meaning set forth in Section 6.2.

Offsetting Items means all actual documented costs, expenses, liabilities, commercially reasonable maintenance and repair reserves, and expenditures properly booked for accounting purposes, including commercially reasonable general and administrative costs and expenses, and all sums paid by Tenant pursuant to Sections 4.1, 4.2, and 4.4, incurred by Tenant in connection with the operation of the Coliseum Property and the Owned Property that are not reimbursed by subtenants, concessionaires or licensees (not including Tenant's athletics department except as noted below), or by insurance or self-insurance. For purposes of determining Offsetting Items, (a) Offsetting Items shall not include any costs, expenses or expenditures incurred in connection with the generation of donations, naming rights agreements, or the sale of signage; (b) Tenant shall be deemed to have been reimbursed for Offsetting Items that would have been covered by the insurance required to be carried by Tenant under this Agreement if Tenant breaches its obligation to carry such insurance, or if Tenant fails to diligently pursue any claim for insurance proceeds from its insurance carrier; (c) Tenant's athletics department shall be deemed to reimburse Tenant for costs, expenses and expenditures that are typically required to be reimbursed by, or are typically the responsibility of, a college football team tenant under a stadium lease arrangement on prevailing fair market terms; and (d) Offsetting Items shall also include costs incurred in connection with the operation of any parking areas on the Sports Arena Property that are used for Events at the Coliseum, to the extent that such costs pertain or are reasonably allocated to the use of such parking areas for such purpose. Offsetting Items shall be calculated on an accrual basis in accordance with GAAP.

Operating Receipts means cash and cash equivalents that are received by Tenant as a result of its operation of the Coliseum Property and the Owned Property, including (without limitation) those representing (a) rental receipts (but in the case of USC Home Football Games or other athletic events for Tenant's collegiate teams, limited to a market percentage of gate receipts (and subject to the Ticket Price Exclusions described below), which the parties acknowledge are typically eight percent (8%) for college football games as of the Commencement Date); (b) proceeds of the sale of naming rights (subject to the limitations set forth in Section 9.2 and 9.3); (c) any imputed rent from an NFL team calculated pursuant to Section 6.2(b); (d) signage, concessions, filming and other operations; and (e) proceeds of any ticket surcharge imposed by Tenant that are not Excluded Receipts. Operating Receipts shall also include revenues received by Tenant from the

operation of parking areas located on the Sports Arena Property for Events at the Coliseum. Operating Receipts shall be calculated on an accrual basis in accordance with GAAP. Notwithstanding the foregoing, Operating Receipts shall not include donations or sums received for Capital Improvement Items by the NFL (subject to Section 6.2(b)).

Other Property has the meaning set forth in Section 2.2.

Outstanding CapEx Balance means, at any date of determination, an amount equal to the excess, if any, of (x) Capital Improvement Items, over (y) the cumulative Operating Receipts less the cumulative Offsetting Items.

Owned Property has the meaning set forth in Recital C.

Pac-12 means the Pac-12 Conference, or its successor.

Parking Lot Lease has the meaning set forth in Section 3.5(c).

Parking Lot Property has the meaning set forth in Recital C.

Permanent Signage means any sign, exhibit, display or other visual image that is for the purpose of providing advertising or marketing, directions, security, crowd control, safety or other similar information or is otherwise not included within the definition of Temporary Signage, and is regulated as permanent signage in accordance with the City of Los Angeles Municipal Code.

Person means and includes natural persons, corporations, limited partnerships, limited liability partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts, league, the NCAA, the Pac-12, or other organizations, whether or not legal entities, and all Governmental Authorities.

Premises has the meaning set forth in Recital C.

Public Interest Event means a cultural, educational, religious, political, social, demonstration or similar Event for which tickets are not sold (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held) and the Coliseum is not otherwise made available for commercial exploitation from the sale of merchandise and novelties, the earning of broadcast revenues, the placement of advertising, the marketing of sponsorships, or the receipt of other streams of revenue customarily earned at commercial Events at the Coliseum (except to cover the cost of the Event or for the benefit of the particular charitable purpose for which the Event is held).

Sports Arena means the Los Angeles Memorial Sports Arena or any replacement thereof.

Sports Arena Lease has the meaning set forth in Recital B.

Sports Arena Property has the meaning set forth in Recital A.

Temporary Signage means any sign, exhibit, display or other visual image on, in or at the Coliseum that (A) (i) is installed and removed on the same day as, or during the period required under the then-current governing Los Angeles Municipal Code Section, so as to constitute a "temporary sign" for the purpose of the Los Angeles Municipal Code, (ii) is not a fixture or otherwise appended to the Coliseum in a manner that causes damage from installation or removal that is not customary and cannot be patched and repaired in the ordinary course during such period, (iii) does not involve the application of paint, coloring, shading, powdering or any other substance directly to the improvements or fixtures that are part of the Coliseum, (iv) does not constitute signage to provide directions, security, crowd control, safety or other similar information, or to identify, or advertise food and beverages sold at, concession stands, and (v) is not on-field advertising; (B) constitutes the digital content of any scoreboard, video board or other signage within the Coliseum displayed on the day of an Event; or (C) constitutes the digital content of any other sign, exhibit, display or other visual image, except for the digital content of a sign, exhibit, display or other visual image permanently affixed to the improvements or fixtures at the Coliseum where the digital content constitutes advertising of only the products of a single sponsor or single lessee of such sign, exhibit, display or visual image that is placed on a long-term, and not event-by-event, basis.

Tenant has the meaning set forth in the first paragraph of this Agreement.

Term has the meaning set forth in Section 3.1.

Ticket Price Exclusions means the following: (a) the face value of complimentary tickets, (b) any amounts received from the sale of student tickets to Tenant's bona fide students or their spouses/domestic partners or the sale of faculty or staff cards or tickets to members of Tenant's faculty or staff or their spouses/domestic partners, entitling the holder to admission to a USC Home Football Game, if and while he or she is a bona fide student or the spouse/domestic partner of a bona fide student or member of the faculty or staff or the spouse/domestic partner of a member of the faculty or staff ("**Student/Staff Tickets**"); provided that if the total of complimentary tickets (excluding complimentary ticket provided to Landlord) and Student/Staff Tickets exceeds twenty percent (20%) of the total tickets sold to the public for a USC Home Football Game, then the product of such excess number of such tickets multiplied by the average ticket price for such USC Home Football Game shall be included in the calculation of the total revenue from ticket sales for such USC Home Football Game for the purpose of determining the market percentage of gate receipts that will be included in Operating Receipts; and (iii) that part of each amount collected from ticket purchasers which Tenant is required to exact in the capacity of a collection agent, in effect, for any taxing authority as an admission or other tax.

Trojan Football Team means the varsity football team of the University of Southern California.

USC Home Football Game means any American-style football game in which, under the rules, schedule or designations of the Pac-12, NCAA or other sponsor or organization sponsoring, hosting or promoting such game, the Trojan Football Team is designated as the "home" team, including customary pre-game, half-time and post-game activities occurring on the same day as the football game, whether such football game occurs prior to, during or after the regular season of the Pac-12, NCAA or such other sponsor or organization hosting or promoting such game.

EXHIBIT A
COLISEUM PROPERTY

EXHIBIT B

SPORTS ARENA PROPERTY

EXHIBIT C
PARKING LOT PROPERTY

EXHIBIT D
OWNED PROPERTY

SCHEDULE 2.2-1

OTHER PROPERTY

Plans, Specifications, Permits and Warranties, including without limitation:

- Plans and specifications for improvements
- Property maps
- Governmental permits and approvals, including food service permits
- Third party warranties pertaining to the Premises

Licenses, including without limitation:

- Communications licenses-telecommunications, cell, two way radio, radio frequencies
- Utilities licenses, including water, natural gas, electricity, internet, wireless communication, waste water, environmental.
- Occupancy permits-certificate of occupancy, crowd capacities, and any variances which have been issued.
- Certifications from any other governmental agency related to operations or occupancy, such as, Federal Aviation Agency, earthquake certifications, etc.

Appliances, Equipment, Furnishings and other Tangible Personal Property, including without limitation:

- **Permanent Equipment** - All permanent equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment, including those related to:
 - Public address
 - Video display or messaging
 - Communications-to include telephonic, two way radio and transmission, wiring, fiber
 - Utility-electrical, plumbing, waste water, water
 - Lighting and lighting control
 - Air conditioning, heating
- **Moveable Equipment** - All moveable equipment and furniture, fixtures and equipment, to include all spare parts, operating manuals, and any maintenance agreements which are in effect or have expired regarding such equipment.

- Office Furniture-including office equipment.
 - Ground maintenance-turf related and all tools
 - Computers, printers, scanners, computer wiring
 - Telecommunications instruments and connectivity equipment
 - Two way radios
 - Material handling-forklifts, pallet jacks, dollies, racks
 - Sport specific
 - Vehicles
 - Security and traffic devices-stanchions, wands, magnetometers, barricades, uniforms
 - Tables, chairs, staging, dollies
- **Food Service Equipment** - including without limitation:
 - Tents, counters, tables used to create food service spaces.
 - Food preparation equipment
 - Food storage equipment-hot and cold
 - Shelves, racks, furniture
 - Vehicles
 - Office equipment-to include furnishings, computers, telecommunications
 - Money handling devices
 - Uniforms
 - Two-way radios

Documents Related to Events, including without limitation:

- Signed event contracts
- Work orders; operations plans
- Event layouts, drawings
- Billing documents and billing details

Contracts, including without limitation:

- All contracts, leases and other agreements relating to the operation of the Coliseum and Sports Arena.
- All agreements with regard to responsibilities or limitations related to other Exposition Park tenants, including parking, security, safety, etc.

Notwithstanding any contrary provision of the Agreement or this Schedule 2.2-1, Landlord's lease of the items listed in this Schedule 2.2-1 shall (a) be limited to the extent of Landlord's right to lease such item, (b) be limited to Landlord's interest in such item, (c) exclude any of Landlord's records regarding the Premises, so long as Tenant has reasonable access to and the right to copy all non-confidential, non-privileged records,

and (d) be subject to the reservation by Landlord of the right to use such item as reasonably necessary in connection with the exercise of any of Landlord's rights under this Agreement.

SCHEDULE 2.2-2

FORM OF KINETIC LEASING, INC. ASSIGNMENT

SCHEDULE 2.2-3

FORM OF KINETIC LEASING ESTOPPEL

SCHEDULE 4.2(b)

LANDLORD'S RETIRED EMPLOYEES

SCHEDULE 4.3(d)

CUMULATIVE CALCULATED AMOUNT EXAMPLES

Example 1:

Assume the Cumulative Calculated Amount determined as of the first Annual Determination Date is \$10 million and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In this example, the payment due to Landlord pursuant to Section 4.3(b) within 90 days following the Annual Determination Date would be \$1.25 million, calculated as follows: (i) \$125,000 (five percent of the first \$2.5 million of the \$10 million Cumulative Calculated Amount); plus (ii) \$250,000 (ten percent of the next \$2.5 million of the \$10 million Cumulative Calculated Amount); plus (iii) \$375,000 (fifteen percent of the next \$2.5 million of the \$10 million Cumulative Calculated Amount); plus (iv) \$500,000 (twenty percent of the part of the Cumulative Calculate Amount that is in excess of \$7.5 million).

Example 2:

Assume the Cumulative Calculated Amount determined as of each of the first five Annual Determination Dates is as set forth in the table below and that there is no CPI-related adjustment in the percentages referred to in clauses (i) through (iv) of Section 4.3(c) pursuant to the *provided* clause thereof. In that event, the payment (if any) due to Landlord within 90 days after each of those Annual Determination Dates would be as shown in the last row of the attached table.

Annual Determination Date	1	2	3	4	5
Cumulative Calculated Amount	10,000,000	13,000,000		15,000,000	20,000,000
	0	0	9,000,000	0	0
5 percent of the first \$2.5 million	125,000	125,000	125,000	125,000	125,000
10 percent of the next \$2.5 million	250,000	250,000	250,000	250,000	250,000
15 percent of the next \$2.5 million	375,000	375,000	375,000	375,000	375,000
20 percent of the amount in excess of \$7.5 million	500,000	1,100,000	300,000	1,500,000	2,500,000
Cumulative Payment Due to Landlord	1,250,000	1,850,000	1,050,000	2,250,000	3,250,000
Less Payments Made	0	-1,250,000	-1,850,000	-1,850,000	-2,250,000
Payment Due to Landlord within [60] days after Annual Determination Date	1,250,000	600,000	0	400,000	1,000,000

SCHEDULE 4.4
LANDLORD'S OPERATING COST ITEMS

SCHEDULE 7
RETAINED EMPLOYEES

SCHEDULE 8.2(a)

COLISEUM SPECIAL DISTRICT PLAN

8.	1	Overhead Concrete spalling repair work	Operations	Fire/Life Safety
9.	47	Replace and add yard level lighting	Operations	Electrical
10.	26	Cold box refrigeration system replacement-concourse	Operations	Health
11.	23	Replace sprinkler heads- concourse and press box	Operations	Fire/Life Safety
12.	69	Kitchen ventilation system replacement commissary	Operations	HVAC
13.	38	Replace HVAC Systems- peristyle offices	Operations	HVAC
14.	25	Cold box refrigeration system replacement-yard level	Operations	Health
15.	54	Replace sewage ejectors	Operations	Plumbing
16.	22	Fire alarm system replacement-press box	Operations	Fire/Life Safety
17.	44	Selective electrical system repairs	Operations	Electrical
18.	57	Selective drain piping replacement	Operations	Plumbing
19.	64	Fire pump replacement	Operations	Fire/Life Safety
20.	68	Exhaust fan replacement-commissary	Operations	HVAC
21.	56	Selective water supply piping replacement	Operations	Plumbing
22.	5	Install exit signs	Police Station	Fire/Life Safety
23.	72	Replace domestic water booster system	Operations	Plumbing
24.	21	Replace exit signs- concourse and press box	Operations	Fire/Life Safety
25.	65	Cold box refrigeration sys replacement-commissary	Operations	Health
		LOCKER ROOMS - RELATED (IF NOT FULL RECONSTRUCTION)		
1.	51	Interior finish restorations-Coliseum interiors	Locker Rooms	Interior
2.	15	Repair retaining walls at tunnel service drive	Locker Rooms	Site
3.	12	Selective structural repairs to facility	Locker Rooms	Exterior
CATEGORY				
2				

		Project Title	Category	Type
	ISES Project #			
		GROUP "A" - STADIUM SEATING		
1.	66	Stadium seating upgrades and replacements	Seats	Exterior
2.	30	Stadium seating area concrete substrate repairs	Seats	Exterior
		GROUP "B" - FIRE/LIFE SAFETY & ADA-RELATED		
1.	18	Concourse egress stair reconstruction work	TBD	Fire/Life Safety
2.	19	Enhance stadium egress pathways	TBD	Fire/Life Safety
3.	3	Exterior emergency egress and directional signage	Operations	Fire/Life Safety
4.	6	Fire sprinkler system installation	Operations	Fire/Life Safety
5.	4	Compromised egress paths and fire compartmentalization	Operations	Fire/Life Safety
6.	16	Replace self-illuminating exit signs	Operations	Fire/Life Safety
7.	2	Handrail improvements in stadium seating areas	Operations	Fire/Life Safety
8.	27	Stadium seating vertical access improvements	TBD	Handicapped Access
9.	8	Install wheelchair lift at PB tiered seating	TBD	Handicapped Access
10.	*10	Modify restrooms for handicapped accessibility	TBD	Handicapped Access
11.	9	Accessible parking space Improvements	Operations	Handicapped Access
12.	11	Accessibility upgrade for counters and kitchen unit	TBD	Handicapped Access
13.	28	Interior and exterior ADA signage upgrades	Operations	Handicapped Access
14.	29	Upgrade interior stair handrails	Operations	Handicapped Access

	IS ES	Project Title		Category	Type
	Project #				
		GROUP "C" - GENERAL			
1.	49	Selective interior lighting system upgrades		Operations	Electrical
2.	45	Upgrade electrical distribution-police bldg		Police Station	Electrical
3.	71	Interior lighting upgrade-commissary		Operations	Electrical
4.	32	Concourse , torch, tunnel cleaning and repainting		Operations	Exterior
5.	33	Selective exterior window and door upgrades		Operations	Exterior
6.	34	Outbuilding cleaning and repainting		Operations	Exterior
7.	24	Environmental mitigation issues		TBD	Health
8.	39	Exhaust fan replacement-concourse and press +box		Operations	HVAC
9.	37	Selective exhaust fan replacement- yard level		Operations	HVAC
10.	36	Install HVAC systems-police building		Police Station	HVAC
11.	42	Warehouse ventilation system		Operations	HVAC
12.	40	Replace split DX system serving press box		Operations	HVAC
13.	70	Swamp cooler replacement		Operations	HVAC

[illegible]

6.	35	Replace air-cooled chiller serving locker room	Locker Rooms	HVAC
7.	41	Replace split DX systems serving lower level	Locker Rooms	HVAC

SCHEDULE 11.4
COLISEUM DESIGN GUIDELINES